

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1943

No. 482

CHICAGO, SAINT PAUL, MINNEAPOLIS & OMAHA
RAILWAY COMPANY, ET AL, APPELLANTS,

vs.

THE UNITED STATES OF AMERICA, INTERSTATE
COMMERCE COMMISSION, ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF MINNESOTA

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1
[fol. 1]

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF MINNESOTA, FOURTH
DIVISION**

**CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY
COMPANY, a Wisconsin Corporation; Great Northern Rail-
way Company, a Minnesota Corporation; Charles M.
Thomson, as Trustee of the Property of Chicago & North
Western Railway Company; Henry A. Scandrett, Walter
J. Cummings and George I. Haight, as Trustees of the
Property of the Chicago, Milwaukee, St. Paul & Pacific
Railroad Company; and L. C. Sprague, Receiver of Min-
neapolis & St. Louis Railroad Company; Plaintiffs,**

vs.

**UNITED STATES OF AMERICA; INTERSTATE COMMERCE COMMIS-
SION; and Cornelius W. Styer, Doing Business as North-
ern Transportation Company, Defendants.**

COMPLAINT—Filed October 30, 1942

For their Complaint, plaintiffs state:

1

The plaintiffs are common carriers of property by rail-
road, and are, as stated in the title of this action, corpora-
tions duly organized and existing, or trustees or receivers,
duly appointed and qualified, of railroad corporations.

2

The defendant, Cornelius W. Styer, is an individual doing
business under the firm name and style of Northern Trans-
portation Company. The place of business of said defend-
ant is at St. Paul, Minnesota, and his residence is in the
City of Minneapolis, Hennepin County, Minnesota.

[fol. 2]

3

This is a civil action, under Paragraph 28, Section 24,
Judicial Code; 28 U. S. C. 41 (28), to enjoin, annul, and set
aside an order of the Interstate Commerce Commission, as
hereinafter more fully appears. Said order was made on
the petition of said defendant Styer, whose place of resi-

dence is within the District of Minnesota, Fourth Division of this Court.

The defendant, Cornelius W. Styer, doing business as Northern Transportation Company, filed application with the Interstate Commerce Commission on February 12, 1936, under Docket No. MC-47644, for authority under the so-called "grandfather clause" of Section 206(a) of the Interstate Commerce Act, 49 U. S. C. 306 (a), to continue operation as a common carrier of property by motor vehicle in interstate commerce, said application being more fully described in Exhibit "A" hereto attached.

On July 9, 1938, said defendant Cornelius W. Styer, doing business as Northern Transportation Company, filed application with the Interstate Commerce Commission, under Docket No. MC-47644 (Sub. No. 1), for a certificate of public convenience and necessity as a common carrier of property by motor vehicle in interstate commerce, said application being more fully described in Exhibit "B" hereto attached.

The aforesaid applications were heard separately before different Joint Boards pursuant to the provisions of the Interstate Commerce Act; and the plaintiffs and others appeared as protestants at the hearings before said Joint Boards in opposition to the granting of said applications.

The report and recommended order of the Joint Board which heard the application described in paragraph 4, above, [fol. 3] was served on July 31, 1940. Said report recommended the granting of a part of the authority applied for and the denial of the remainder. A copy of said report and recommended order of said Joint Board, marked Exhibit "A", is attached hereto and made a part hereof. Exceptions to said report and recommended order were filed by defendant Styer and by the plaintiffs.

The report and recommended order of the Joint Board which heard the application described in paragraph 5,

above, was served on July 31, 1940. It recommended denial of the application in its entirety. A copy of said report and recommended order of said Joint Board, marked Exhibit "B", is attached hereto and made a part hereof. Defendant Styer filed exceptions to said report and recommended order.

9

The report and order of the Interstate Commerce Commission, Division 5, was filed on October 24, 1941. Copies of said report and order are hereto annexed, marked, respectively, Exhibits "C" and "D", and are made parts hereof. Said report and order cover both of said applications. Thereafter, and within due time, the plaintiffs filed a petition with the Interstate Commerce Commission asking for reconsideration of the said report and order by the entire Commission, and on April 6, 1942, the Commission denied said petition for reconsideration.

10

On July 11, 1942, pursuant to said report and order of the Commission, the Commission issued to the defendant, Styer, a certificate of public convenience and necessity, copy of which, marked Exhibit "E", is annexed hereto and made a part hereof.

[fol. 4]

11

Each of the plaintiffs is engaged in carrying, or participating in the carriage of, in interstate commerce, all of the commodities which the defendant Styer was authorized to transport by said report and order and said certificate of public convenience and necessity, from each point of origin to each point of destination which the defendant Styer was authorized to serve by said report and order and said certificate; and plaintiffs are prejudiced and injured by said report and order and said certificate and are interested parties with respect thereto.

12

With respect to the application described in Paragraph 4, above, for authority under the so-called "grandfather clause", the report and order of the Commission and the aforesaid certificate issued pursuant thereto, are erroneous,

4
contrary to law, in excess of the authority of the Commission, and unsupported by evidence, in so far as the Commission therein:

(a) Authorized the defendant Styer to serve any point or place within the State of Minnesota, except St. Paul and Minneapolis;

(b) Authorized the defendant Styer to operate over any highways in Minnesota except the highways described as "Route 1" in the appendix to Exhibit "C" hereto attached, Exhibit "C" being the report of the Commission;

(c) Authorized the defendant Styer to serve any point or place in the State of South Dakota, other than those located on U. S. Highway No. 14 between the Minnesota-South Dakota State Line and Huron, South Dakota, and on South Dakota Highway No. 37 between and including Huron and Mitchell, South Dakota;

(d) Found that on and since June 1, 1935, the defendant Styer was in bona fide operation as a common carrier of property by motor vehicle and providing service over any [fol. 5] route or routes or within the territory described in said grandfather application other than Route 1 described in the appendix to Exhibit "C", the report and order of the Commission, and the specific points thereon located on U. S. Highway No. 14 between the Minnesota-South Dakota State Line and Huron, South Dakota, and on South Dakota Highway No. 37 between and including Huron and Mitchell, South Dakota.

13

With respect to the application described in Paragraph 5, above, for a certificate of public convenience and necessity, the report and order of the Commission, and the aforesaid certificate issued pursuant thereto, are erroneous, contrary to law, in excess of the authority of the Commission, and unsupported by the evidence, in the following respects:

(a) In authorizing defendant Styer to serve any point or place in the State of Minnesota;

(b) In authorizing defendant Styer to operate over any highways in the State of Minnesota;

(c) In authorizing defendant Styer to serve any point or place in the State of South Dakota;

(d) In authorizing defendant Styer to operate over any highways in the State of South Dakota.

Wherefore, plaintiffs pray:

(1) That a District Court of three judges be organized as provided in Title 28, U. S. C., Section 47, to hear this cause;

(2) For interlocutory and permanent injunction restraining the defendant, Cornelius W. Styer, from operating under the authority of said order and said certificate of the Interstate Commerce Commission;

(3) That the order and the certificate of the Interstate Commerce Commission be annulled and set aside to the extent of the error alleged in plaintiffs' petition;

(4) That plaintiffs have all other relief to which they may be entitled and that they may recover costs.

Warren Newcome, A. L. Janes, P. F. Gault, Carson L. Taylor, Richard Musenbrock, Amos M. Mathews,
Attorneys for Plaintiffs.

Address: Warren Newcome, 275 East 4th Street, St. Paul, Minnesota.

[fol. 35]

EXHIBIT "C" TO COMPLAINT

This report will not be printed in full in the permanent series of Motor Carrier Reports of the Commission.

Interstate Commerce Commission

No. MC-47466¹

C. W. Styer Common Carrier Application

Submitted December 28, 1940. Decided October 24, 1941

1. Applicant found entitled to continue operation as a common carrier by motor vehicle, of general commodities, with certain exceptions, between certain points in Minnesota and South Dakota, over specified routes, by reason

¹ This report also embraces No. MC-47644 (Sub-No. 1) C. W. Styer—Extension—Elk Point.

of having been engaged in such operation on June 1, 1935, and continuously since.

2. Public convenience and necessity found to require operation by applicant as a common carrier by motor vehicle, of general commodities, with certain exceptions, between certain points in Minnesota and South Dakota, over specified routes.

3. Issuance of a certificate approved upon compliance by applicant with certain conditions, and applications in all other respects denied.

Perry R. Moore, and Clyde W. Fiddes for applicant.

A. L. Murphy, A. L. James, G. M. Springer, O. L. Buckingham, B. F. Moffatt, Warren Newcome, William Wilson, and Richard Musenbrock for protestants in Nos. MC-47644 and 47644 (Sub-No. 1).

Herman Chapman and P. F. DeMars for protestants in No. MC-47644 (Sub-No. 1).

H. A. Archambo for intervener in Nos. MC-47644 and MC-47644 (Sub-No. 1).

Charles A. Liggett for intervener in No. MC-47644 (Sub-No. 1).

Report of the Commission

Division 5, Commissioners Lee, Rogers, and Patterson

By Division 5:

The two applications considered herein represent a single unified operation commenced prior to June 1, 1935 and enlarged in scope during the so-called interim period between June 1, and October 15, 1935. They were heard on the same dates and at the same places, but inasmuch as they were within the jurisdiction of different joint boards [fol. 36] they were heard on separate records and separate reports and recommended orders were issued by the respective joint boards. We shall consider the two applications in a single report.

Exceptions were filed to the order recommended by the joint board in No. MC-47644 by protestants and by applicant and protestants replied to applicant's exceptions. Exceptions were filed by applicant to the order recommended by the joint board in No. MC-47644 (Sub-No. 1)

and protestants replied thereto. Our conclusions differ to some extent from those recommended.

By application, No. MC-47644, filed February 12, 1936, as amended, under the "grandfather" clauses of sections 206 (a) and 209 (a) of the Interstate Commerce Act, C. W. Styer, of St. Paul, Minn., doing business as Northern Transportation Company, seeks a certificate of public convenience and necessity or a permit authorizing continuance of operation as a common carrier or as a contract carrier by motor vehicle, of general commodities, including household goods, in interstate or foreign commerce between St. Paul and Minneapolis, Minn., and the metropolitan areas thereof, on the one hand, and on the other, certain points in southeastern South Dakota, over regular routes hereafter more specifically described, serving all intermediate points, and off-route points in that part of South Dakota on and south of a line beginning at the Minnesota-South Dakota State line and extending along U. S. Highway 212 to Redfield, S. Dak., and on and east of a line beginning at Redfield and extending along U. S. Highway 281 to its junction with U. S. Highway 14, thence along U. S. Highway 14 to Highmore, S. Dak., thence along South Dakota Highway 47 to Chamberlain, S. Dak., thence along U. S. Highway 16 to its junction with U. S. Highway 281, and thence along U. S. Highway 281 to the South Dakota-Nebraska State line, except Wolsey, Canton, Beresford, Stevens, Alcester, Jefferson, Chamberlain, Pukwana, Kimball, White Lake, and Plankinton, S. Dak.; and over irregular routes, between points in that part of South Dakota described above on the one hand, and, on the other, Fargo and Wahpeton, N. Dak., and all points in Minnesota.

By another application, No. MC-47644 (Sub-No. 1), filed July 9, 1938, the same applicant seeks a certificate of public convenience and necessity authorizing continuance of certain operations instituted between June 1, 1935 and October 15, 1935, as a common carrier by motor vehicle, of general commodities, including household goods, in interstate or foreign commerce, between substantially the same points and territories covered by the "grandfather" application, over regular routes hereinafter more specifically described, serving all intermediate points and certain off-route points, and over irregular routes, between the same points covered by the "grandfather" application except that no authority is sought to operate in North Dakota, and service in Min-

nesota is limited to points on and west of U. S. Highway 52, and on and south of Minnesota Highway 28.

Certain rail and motor carriers oppose the applications, and the Minneapolis Traffic Association and the St. Paul Association of Commerce intervened in support of the applications.

The routes claimed by applicant have been set up by him so that in numerous instances the points to be served and highways involved are duplicated. Inasmuch as authority to operate over a certain route confers the right to utilize such route in conjunction with all other routes authorized, we have set forth in the appendix hereto the routes over which applicant seeks to operate but have eliminated all duplications.² In the "grandfather" application authority [fol. 37] is sought to operate over routes 1 to 10, inclusive, and in the extension application authority is sought to operate over all routes except routes 8 and 10, and that part of route 9 between Salem and Stanley Corners, S. Dak.

Although the extension application was not seasonably filed to protect operations instituted during the period between June 1, 1935, the so-called "grandfather" date, and October 15, 1935, the effective date of section 206 of the act, the so-called interim period, the "grandfather" application was seasonably filed by applicant and included the operations for which authority is sought by the extension application. Pursuant to the principles enunciated in *Fisher Common Carrier Application*, 17 M. C. C. 565, as modified in 20 M. C. C. 561, such interim operations have been lawfully conducted and may be continued until otherwise ordered.

By an order entered March 21, 1938, the Commission, division 5, in No. MC-2318 granted to applicant therein a certificate authorizing the transportation of general commodities, except those of unusual value, and except high explosives, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, from Salem, over U. S. Highway 81 to its junction with U. S. Highway 16, thence over U. S. Highway 16 to Sioux Falls, S. Dak., and return over the same route, but not serving intermediate points. On August 31,

² Reference hereinafter to certain route numbers will mean the routes as described in the appendix hereto.

1940, in No. MC-FC-12751, the Commission, division 5, authorized the substitution of applicant herein as applicant in No. MC-2318, and No. MC-47644 (Sub-No. 4) has been assigned to applicant herein covering the rights so acquired.

For approximately 7 years prior to June 1, 1935, applicant was employed by J. W. Crabb, doing business as Northwestern Transportation Company, a common carrier of property by motor vehicle in the same general territory in which applicant seeks authority to operate. On or about March 9, 1935, Crabb sold and transferred his motor carrier property and operating rights to Wilson Storage & Transfer Company, a common carrier which claims to have continued the operations so acquired. Applicant continued in the employ of Wilson Storage & Transfer Company until about April 1, 1935 when he commenced the operations here considered.

When applicant started his own operation he utilized two trucks. On April 9, 1935 he added two tractor and semi-trailer units. On June 1, 1935 he operated no other equipment. There is no doubt that applicant transported commodities of a general nature between Minneapolis and St. Paul, hereinafter called the Twin Cities, within which term we shall also include South St. Paul, Minn., on the one hand, and, on the other, Brookings, Huron, and Mitchell, S. Dak. Applicant claims that routes 1 to 6, inclusive, and that part of route 7 which is in South Dakota were used in performing such service. Protestants sought to prove by the testimony of three witnesses who were formerly employed as drivers by applicant, one of whom was then employed by one of the protestants, that operations by applicant prior to June 1, 1935, were actually confined to route 1. While these witnesses testified generally that they knew of no other operations conducted by applicant, one of them corroborated applicant's testimony to the extent that prior to June 1, 1935, applicant operated over routes 1 and 2, through Huron, and route 4, through Howard, S. Dak., between the Twin Cities and Mitchell, in the transportation of general freight, as well as over route 3, through Sioux Falls, in the transportation of eggs from Mitchell to the Twin Cities. Applicant introduced an exhibit listing road-expense items incurred by drivers prior to June 1, 1935, at Huron, Brookings, and Manchester, S. Dak., Gaylord, Chaska, Lake Benton, Tracy, Lamberton, and Cologne, Minn., which are points on route 1; at Ivanhoe

and Marshall, Minn., and White, S. Dak., on route 2; at Sioux Falls and Pumpkin Center, S. Dak., and at Belle [fol. 38] Plaine, St. Peter, LeSueur, Luverne, Fairmont, Mankato, Jordan, Worthington, and Jackson, Minn., on route 3; and at Artesian and Madison on route 4. Madison is also a point on route 5: On April 13, 1935, applicant sought authority from the South Dakota Board of Railroad Commissioners to operate to or from Brookings, Volga, Arlington, Hetland, Lake Preston, Manchester, Iroquois, Cavour, Forestburg, and Mitchell, S. Dak., which are points on route 1, Artesian and Howard, S. Dak., on route 4, and Fulton, Farmer, Spencer, Salem, Winfred, Junius, and Madison, on route 5. Tariffs filed with the South Dakota Commission on May 22, 1935, however, did not show rates to each of the points named above. Also, in his extension application it is stated by applicant that operation over the routes described therein were instituted on various dates between June 1, and October 15, 1935. Applicant explained that these dates actually refer to the time when operations were instituted at certain points on the routes and do not refer to operations over the routes. This explanation is substantiated by the evidence. For example, it is stated in the extension application, that operation over route 1 between St. Paul and Mitchell, through Huron, was instituted on September 17, 1935. However, the record clearly shows, and protestants concede, that such operations were actually instituted prior to June 1, 1935. In view of all the evidence mentioned above we are of the opinion that applicant has satisfactorily established operations over routes 1 to 5, inclusive, in the transportation of general commodities. Applicant admits that operations over routes 8 to 12, inclusive, to Yankton, Vermillion, and Elk Point, S. Dak., were not instituted until after June 1, 1935, nor is there convincing evidence that operations were conducted over routes 6 and 7 on and prior to the "grandfather" date.

Prior to June 1, 1935 applicant served the intermediate points on routes 1, 2, 4, and 5 of Brookings, Iroquois, Forestburg, and Madison. Applicant does not claim the right to transport interstate shipments from the Twin Cities to points on his routes in Minnesota, but claims that such points were served eastbound from South Dakota. Although the proof of service at intermediate points on the above routes is not impressive, when considered in

connection with the fact that operations by applicant were instituted only 2 months prior to the statutory date and the testimony of applicant that he did not limit his service to terminal points but held out service at all intermediate points and actually solicited such business, we are convinced that he should be authorized to serve all intermediate points on routes 1, 2, 4, and 5, and that a restriction to serve certain intermediate points in one direction only would make the authority granted unnecessarily complicated and it will not be imposed.

Although applicant's testimony that he transported general commodities over route 3 and that he also solicited shipments at intermediate points on that route is not directly contradicted, he admits that no service was rendered to intermediate points on that route on and prior to June 1, 1935. Inasmuch as Sioux Falls, an intermediate point on this route, is the largest city in South Dakota and an important gateway for South Dakota freight, we are of the opinion that applicant has failed to establish such bona fide operation to points on this route as would entitle him to rights under the "grandfather" clause to serve all intermediate points thereon.

In addition to the operations conducted over regular routes described above, applicant also claims to have been engaged in the transportation of general commodities over irregular routes between points in that part of South Dakota described in his amended "grandfather" application, on the one hand, and on the other, points in Minnesota. He explained that he did not keep complete records during the first few months of operation and that no billing was made on shipments moving from South Dakota points to points in Minnesota which were not handled through his terminal at the Twin Cities, where all of his billing was done. On the contrary such shipments were covered only by memoranda of the drivers on shippers' bills of lading, copies of which were not retained. He testified that in this service he hauled various commodities, including potatoes, farm produce, canned goods, construction machinery [fol. 39] and supplies, building supplies and materials, machinery, printing presses, and household goods. Applicant's testimony relating to irregular route operations is supported by reference to only nine specific shipments handled on and prior to June 1, 1935, consisting of one shipment of potatoes from Adkinson, Minn., to Huron,

three shipments each of potatoes from Baker and Hill City, Minn., to Huron, one shipment of malted milk from Huron to White Bear, Minn., and one shipment of merchandise from St. Paul to Miller, S. Dak. Although applicant contends that records covering all such movements during that period are not available, an examination of the exhibits showing all movements during October and November, 1938, which are the only months after 1935 for which complete abstracts of shipments were furnished, and during which period no lack of documentary evidence is claimed, shows that out of approximately 3,300 shipments handled, only 13 shipments are shown to have moved to or from only seven points which are not on his regular routes. While the testimony of applicant as to operations over irregular routes as substantiated by reference to particular shipments handled before June 1, 1935, might warrant granting of authority to operate over irregular routes, the complete documentary evidence covering a subsequent period during 1938 strongly indicates that applicant's business has evolved into that of a regular-route operation with only occasional or sporadic trips to off-route points or points in irregular-route territory. We conclude that upon the evidence we are not warranted in granting applicant authority to transport either general or specific commodities over irregular routes under the "grandfather" clause of the act.

Protestants contend that all of applicant's operations in South Dakota have not been bona fide because of his failure, on and prior to the statutory date, to hold authority from the South Dakota Commission to serve all of the points claimed in that State. The record shows, however, that applicant frankly admitted to the South Dakota Commission in September 1935, that he had been operating in excess of the authority granted to him because he was under the impression that points served only in the handling of interstate freight did not need to be listed in the State authority. Temporary authority to serve the additional points was granted by the South Dakota Commission on September 19, 1935 and applicant was then cautioned not to operate in excess of the authority granted. The record shows that applicant has conducted his operations openly and without concealment or disguise, and there is no evidence, other than the arrest of a driver on one occasion, that the State regulatory authorities ever sought to

restrain applicant's operations. We conclude that applicant was and has been in bona fide operation within the meaning of the act.

We shall now discuss operations instituted by applicant during the so-called interim period between June 1 and October 15, 1935 and the evidence tending to show a need for the continuance of such operations or the adequacy of other facilities. The first shipment to an intermediate point on route 3 was handled by applicant on June 4, 1935 to Sioux Falls. During the following months prior to October 15, 1935 he transported approximately 30 shipments of a general nature and between October 15, 1935 and January 1, 1936 about 95 shipments were transported to or from Sioux Falls. During the interim period shipments are also shown to the intermediate points Alexandria and Emery, S. Dak., on route 3 and Dell Rapids, S. Dak., on route 6. Applicant also transported approximately 25 shipments of various commodities to Yankton from the Twin Cities and two shipments each to the intermediate points Vermillion and Parker, S. Dak. over routes 9, 10, and 11 during the interim period. Although the record shows that thereafter numerous shipments to these points were transferred to other carriers at Sioux Falls for ultimate delivery, it is shown that applicant also transported a substantial number of shipments directly to those points. During October 1938 applicant transported 26 shipments directly to or from Yankton on eight trips, four shipments on one day during [fol. 40] November 1938, 67 shipments on eight dates during December 1938, and 63 shipments on 13 trips during January 1939. During the same months in 1938 and 1939 applicant transported directly 22 shipments on eight different dates to the intermediate point Vermillion, nine shipments to the intermediate point Dell Rapids, and one shipment each to the intermediate points Centerville and Parker. In connection with the shipments handled directly to Yankton a shipper witness testified that he frequently has need for a rush service to Yankton, and applicant testified that such rush shipments are handled directly on his own trucks when he fails to make connections at Sioux Falls with the interline carrier. The only service to Elk Point, the terminus of route 12, consists of one shipment of wagon parts transported on October 2, 1935.

Representatives of the Minneapolis Traffic Association and the St. Paul Association of Commerce intervened in

support of the application at the request of approximately 25 and 14 of their members, respectively. These associations represent business and shipping interests in the Twin Cities. Their clients do not want to lose any service which they now have and their representatives testified that a continuation of applicant's service is necessary for the distribution of their products in South Dakota. Representatives of a number of large shippers at the Twin Cities testified that they have used applicant's service in shipping a substantial amount of freight to points in South Dakota including Yankton, Vermillion, Sioux Falls, and other points on applicant's routes.

Protestants presented the testimony of two witnesses from Yankton and four shipper witnesses from Sioux Falls, who testified that they do not require any additional service to that rendered by carriers other than applicant. It appears, however, that they may have been confused in believing that an additional service by applicant was contemplated rather than a continuation of existing operations. Protestants also introduced the testimony of a number of local South Dakota truckers as well as two or three shipper witnesses from points not on applicant's regular routes who testified that no additional service is required.

Protestants contend that proof of past operations by applicant is not indicative of a need for such service, and they allege that he was able to obtain a large volume of traffic by reason of assessing lower rates than those of other carriers operating between the Twin Cities and points in South Dakota. While this may have been true when applicant began operating, the record shows that for a number of years applicant has been a member of a tariff bureau which publishes a tariff for approximately 150 to 200 carriers operating in the territory involved. Only two other motor carriers are operating a single-line service between Sioux Falls and the Twin Cities. The manager of one of these testified that during a period of three years prior to the hearing his company's business has been growing; that the same publishing agent publishes the same rates for both applicant and his company; and that they have met the competition of each other in a legitimate manner.

Applicant has shown that his business has grown continuously until in 1938 he was handling more than 1,000,000 pounds of freight per month and in October 1938 he served 170 shippers and 45 consignees in the Twin Cities and 11

shippers and 144 consignees in Sioux Falls, in addition to about 50 shippers and 300 consignees at other points.

There is other service between the Twin Cities and points on applicant's routes in South Dakota by rail and motor carriers, and no witness testified directly that applicant's service was absolutely necessary in the conduct of his business. However, the testimony of these witnesses, when considered in connection with the evidence of past operations by applicant conducted continuously since prior to October 15, 1935, the volume of freight handled by him and the fact that the business of other carriers operating in the same territory has also grown during the years immediately preceding the hearing, is convincing evidence that his service [fol. 41] is fulfilling a public need and that we should not require the discontinuance of his existing service between the Twin Cities and Sioux Falls, Yankton, and intermediate points on routes 3, 6, 9, 10, and 11 in connection with operations over the routes applicant is found entitled to operate by reason of his "grandfather" rights.

Applicant has also shown a few shipments to points in the South Dakota and Minnesota territories covered by his amended application which are not on his regular routes. Most shipments handled by applicant destined to such points, however, were transferred to other carriers at points on his routes for ultimate delivery and it appears that direct deliveries were made by him only occasionally, when it was convenient for him to do so. There are numerous carriers serving these off-route points from points on applicant's routes and the evidence of the few shipments handled directly by applicant is not convincing that there is a need for such service by him.

The record shows that applicant has transported a wide variety of commodities, including uncrated household goods, but it does not show that he ever handled commodities of unusual value, dangerous explosives, commodities in bulk, commodities requiring special equipment, or those injurious or contaminating to other lading. The record warrants the conclusion that applicant is fit, able financially and otherwise, to conduct the operations hereinafter authorized. All other operations instituted during the interim period should be discontinued.

We find, in number MC-47644, that on and continuously since June 1, 1935, applicant was and has been in bona fide operation, in interstate or foreign commerce, as a common

carrier by motor vehicle of general commodities, except those of unusual value and except dangerous explosives, commodities in bulk, and commodities requiring special equipment, between the points and over routes 1 to 5, inclusive, described in the appendix hereto, serving all intermediate points except those on route 3 and serving South St. Paul, Minn., as an off-route point.

We further find, in No. MC-47644 (Sub-No. 1), that the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a common carrier by motor vehicle, of general commodities, with the exceptions specified above, between the points and over routes 6, 10, and 11, and that part of route 9 between Stanley Corners and Yankton, S. Dak., described in the appendix hereto, serving all intermediate points on those routes, except Beresford, S. Dak., and all intermediate points on route 3, also described in the appendix hereto; that applicant is fit, willing and able properly to perform such service and to conform to the provisions of the act and our rules and regulations thereunder.

We further find that a certificate authorizing the operations described in the above findings should be granted, and that in all other respects the applications should be denied.

Upon compliance by applicant with the requirements of sections 215 and 217 of the act, and with our rules and regulations thereunder, an appropriate certificate will be issued. An order will be entered denying the applications except to the extent granted herein, and requiring applicant to cease and desist from all operations in interstate or foreign commerce instituted between June 1 and October 15, 1935, except those for which authority is granted herein.

[fol. 42]

Appendix

Route 1. Between St. Paul, Minn., and Mitchell, S. Dak.:

From St. Paul over city streets to Minneapolis, Minn., thence over U. S. Highway 212 to Glencoe, Minn., thence over Minnesota Highway 22 to Gaylord, Minn., thence over Minnesota Highway 19 to Winthrop, Minn., thence over Minnesota Highway 15 to New Ulm, Minn., thence over U. S. Highway 14, through Brookings, S. Dak., to Huron, S. Dak., and thence over South Dakota Highway 37 to Mitchell.

Route 2. Between Winthrop, Minn., and Brookings, S. Dak.:

From Winthrop over Minnesota Highway 19 to the Minnesota-South Dakota State line, thence over an unnumbered highway, through White, S. Dak., to its junction with U. S. Highway 77, thence over U. S. Highway 77 to Brookings.

Route 3. Between St. Paul, Minn., and Mitchell, S. Dak.:

From St. Paul over city streets to Minneapolis, thence over U. S. Highway 169 to Mankato, Minn., thence over Minnesota Highway 60 to Madelia, Minn., thence over Minnesota Highway 15 to Fairmont, Minn., and thence over U. S. Highway 16, through Sioux Falls, S. Dak., to Mitchell.

Route 4. Between Brookings, S. Dak., and junction South Dakota Highways 34 and 37:

From Brookings over U. S. Highway 77 to its junction with South Dakota Highway 34, and thence over South Dakota Highway 34 through Howard, S. Dak., to its junction with South Dakota Highway 37.

Route 5. Between Arlington, S. Dak., and junction South Dakota Highway 38 and U. S. Highway 16:

From Arlington over U. S. Highway 81 to Salem, S. Dak., and thence over South Dakota Highway 38 to its junction with U. S. Highway 16.

Route 6. Between Sioux Falls, S. Dak., and junction U. S. Highway 77 and South Dakota Highway 34:

From Sioux Falls over U. S. Highway 77 to its junction with South Dakota Highway 34, near Colman, S. Dak.

Route 7. Between Lone Tree, S. Dak., and junction U. S. Highways 59 and 14:

From Lone Tree over South Dakota Highway 34 to South Dakota-Minnesota State Line, thence over Minnesota Highway 47 to Slayton, Minn., and thence over U. S. Highway 59 to its junction with U. S. Highway 14, near Garvin, Minn.

Route 8. Between Mitchell, S. Dak., and Yankton, S. Dak.:

From Mitchell over South Dakota Highway 37 to its junction with South Dakota Highway 50, and thence over South Dakota Highway 50 to Yankton.

Route 9. Between Salem, S. Dak., and Yankton, S. Dak.:

From Salem over U. S. Highway 81, through Stanley Corners, S. Dak., to Yankton.

[fol. 43] **Route 10. Between Vermillion, S. Dak., and Pumpkin Center, S. Dak.:**

From Vermillion over South Dakota Highway 19 to Pumpkin Center.

Route 11. Between Sioux Falls, S. Dak., and Vermillion, S. Dak.:

From Sioux Falls, S. Dak., over U. S. Highway 77 to its junction with South Dakota Highway 50, and thence over South Dakota Highway 50 to Vermillion.

Route 12. Between Elk Point and junction South Dakota Highway 50 and U. S. Highway 77.

From Elk Point over U. S. Highway 77 to its junction with South Dakota Highway 50.

Return over these routes.

[fol. 44] **EXHIBIT "D" TO COMPLAINT**

Order

At a Session of the Interstate Commerce Commission, Division 5, held at its office in Washington, D. C., on the 24th day of October A. D. 1941.

No. MC-47644

C. W. Styer Common Carrier Application

No. MC-47644 (Sub-No. 1)

C. W. Styer—Extension—Elk Point

Investigation of the matters and things involved in these proceedings having been made, and said division, on the date hereof, having made and filed a report herein con-

taining its findings of fact and conclusions thereon, which report is hereby made a part hereof:

It is ordered, That said applications, except to the extent a certificate is granted in said report, be, and they are hereby, denied, effective December 6, 1941.

It is further ordered, That applicant be, and he is hereby, notified and required to cease and desist, on or before December 6, 1941, from all operations in interstate or foreign commerce instituted between June 1 and October 15, 1935, except to the extent for which authority is granted in said report.

By the Commission, division 5.

W. P. Martel, Secretary (Seal).

[fol. 45]

EXHIBIT "E" TO COMPLAINT

Certificate of Public Convenience and Necessity

No. MC 47644*

Cornelius William Styer,

Doing Business as Northern Transportation Company,

St. Paul, Minnesota.

At a Session of the Interstate Commerce Commission, Division 5, held at its office in Washington, D. C., on the 11th day of July, A. D. 1942:

After due investigation, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

It is ordered, That the said carrier be, and it is hereby, granted, this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a com-

* This certificate also embraces the operating rights of the above-named carrier under Docket No. MC 47644 Sub 1, Extension of Operation.

mon carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

It is further ordered, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below :

General commodities, except those of unusual value, and except dangerous explosives, commodities in bulk, and those requiring special equipment, over regular routes,

Between St. Paul, Minn., and Mitchell, S. Dak. :

From St. Paul over city streets to Minneapolis, Minn., thence over U. S. Highway 212 to Glencoe, Minn., thence over Minnesota Highway 22 to Gaylord, Minn., thence over Minnesota Highway 19 to Winthrop, Minn., thence over Minnesota Highway 15 to New-Ulm, Minn., thence over U. S. Highway 14 via Brookings, S. Dak., to Huron, S. Dak., and thence over South Dakota Highway 37 to Mitchell ;

From St. Paul to Minneapolis as specified above, thence over U. S. Highway 169 to Mankato, Minn., thence over Minnesota Highway 60 to Madelia, Minn., thence over Minnesota Highway 15 to Fairmont, Minn., and thence over U. S. Highway 16, via Sioux Falls, S. Dak., to Mitchell ; and

Return over these routes to St. Paul.

Service is authorized to and from the off-route point of South St. Paul, Minn.

[fol. 46] Between Winthrop, Minn., and Brookings, S. Dak. :

From Winthrop over Minnesota Highway 19 to the Minnesota-South Dakota State line, thence over un-numbered highway, via White, S. Dak., to junction U. S. Highway 77, and thence over U. S. Highway 77 to Brookings ; and return over the same route.

Between Brookings, S. Dak., and junction South Dakota Highways 34 and 37 :

From Brookings over U. S. Highway 77 to junction South Dakota Highway 34, thence over South Dakota Highway 34, via Howard, S. Dak., to junc-

tion South Dakota Highway 37; and return over the same route.

Between Arlington, S. Dak., and junction South Dakota Highway 38 and U. S. Highway 16:

From Arlington over U. S. Highway 81 to Salem, S. Dak., thence over South Dakota Highway 38 to junction U. S. Highway 16; and return over the same route.

Between Sioux Falls, S. Dak., and junction U. S. Highway 77 and South Dakota Highway 34:

From Sioux Falls over U. S. Highway 77 to junction South Dakota Highway 34, near Colman, S. Dak.; and return over the same route.

Between Stanley Corners, S. Dak., and Yankton, S. Dak.:

From Stanley Corners over U. S. Highway 81 to Yankton, and return over the same route.

Between Vermillion, S. Dak., and Pumpkin Center, S. Dak.:

From Vermillion over South Dakota Highway 19 to Pumpkin Center; and return over the same route.

Between Sioux Falls, S. Dak., and Vermillion, S. Dak.:

From Sioux Falls, S. Dak., over U. S. Highway 77 to junction South Dakota Highway 50, thence over South Dakota Highway 50 to Vermillion; and return over the same route.

Service is authorized to and from all intermediate points on the above-specified routes, except Beresford, S. Dak.

And it is further ordered, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

By the Commission, division 5.

W. P. Bartel, Secretary (Seal).

[File endorsement omitted.]

[fol. 47] IN THE DISTRICT COURT OF THE UNITED STATES

[Title omitted]

ANSWER OF THE UNITED STATES—Filed December 23, 1942

Now comes the United States and in answer to the complaint filed herein says:

1. Admits the allegations of paragraphs 1 through 11 of the complaint, except that it denies that the plaintiffs suffer or will suffer any illegal prejudice or injury by reason of the Commission's order, as is alleged in paragraph 11 of the complaint.

2. Denies the allegations of paragraphs 12 and 13 of the complaint.

. Wherefore, it is respectfully prayed that the complaint herein be dismissed.

Robert L. Pierce, Special Assistant to the Attorney General, Department of Justice, Washington, D. C.

Thurman Arnold, Assistant Attorney General.

Victor E. Anderson, United States Attorney.

[fol. 48] I hereby certify that a copy of the foregoing answer has this day been served upon each of the following persons by mail:

Nelson Thomas, Esq., Interstate Commerce Commission, Washington, D. C.

Warren Newcome, Esq., 275 E. 4th Street, Saint Paul, Minnesota.

Harry R. Moore, Esq., 1100 First National-Soo Line Bldg., Minneapolis, Minnesota.

Fred W. Putnam, Esq., First National-Soo Line Bldg., Minneapolis, Minnesota.

Robert L. Pierce, Special Assistant to the Attorney General.

December 17, 1942.

[File endorsement omitted.]

[fol. 49] IN THE DISTRICT COURT OF THE UNITED STATES

[Title omitted]

ANSWER OF INTERSTATE COMMERCE COMMISSION—Filed
December 19, 1942

Comes now the Interstate Commerce Commission (hereinafter called the Commission), one of the defendants herein, and for its answer to the complaint filed in the above-entitled proceeding, respectfully shows:

I.

That for the purposes of this suit the Commission admits the allegations of paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of the complaint, except that the Commission alleges and shows that neither of the recommended reports and orders of the joint boards, referred to in paragraphs 7 and 8 of the complaint, copies of which are attached as Exhibits A and B to the complaint, has any legal force or effect, and except that the Commission denies that the plaintiffs suffer or will suffer any prejudice or injury by reason of the Commission's report, order and certificate, as is alleged in paragraph 11 of the complaint.

[fol. 50]

II.

The Commission denies the allegations of paragraphs 12 and 13 of the complaint.

III.

Further answering the complaint, the Commission alleges and shows that its report and order of October 24, 1941, Exhibits C and D to the complaint, were made in proceedings duly instituted before it entitled, respectively, No. MC-47644, *C. W. Styer Common Carrier Application*, and No. MC-47644 (Sub-No. 1), *C. W. Styer—Extension—Elk Point*, in which proceeding all parties thereto, including the plaintiffs herein, were accorded the full and fair hearing as prescribed by law, and that a large volume of evidence was received in said proceedings and submitted to Division 5 of the Commission; whereupon, on October 24, 1941, said Division 5 disposed of both of said proceedings in a single report and order, true copies thereof being attached to the complaint as Exhibits C and D; to wit, on April 6, 1942,

the entire Commission denied the petition of the plaintiffs for reconsideration of said report and order.

The Commission further alleges and shows that the findings and conclusions set forth in said report supports the order made in said proceedings and that the findings and conclusions of the Commission were and are, and that each of them was and is, fully supported and warranted by the evidence adduced in said proceedings; that in making and affirming said order the Commission and its said Division 5, weighed carefully each fact, circumstance and condition disclosed by the evidence presented to it by the parties to the proceeding and their respective counsel, including matters covered by the allegations of the complaint herein.

[fol. 51] The Commission further alleges and shows that said order was not made or entered by it either arbitrarily or unjustly or contrary to the relevant evidence or without evidence to support and warrant it and the findings upon which it was based; and that in making said order the Commission did not exceed its authority, and the Commission denies each of and all the allegations to the contrary contained in the complaint.

Except as herein expressly admitted, the Commission denies each of and all the allegations contained in the complaint, especially in so far as they conflict with the allegations herein or with the statements, findings, determinations or conclusions stated in the Commission's report, Exhibit C to the complaint.

All of which matters and things the Commission is ready to aver, maintain and prove.

Wherefore, the defendant prays that the complaint herein be dismissed.

Interstate Commerce Commission, by Nelson Thomas,
Attorney, Room 3329, Interstate Commerce Bldg.,
Washington, D. C.

Daniel W. Knowlton, Chief Counsel, of Counsel.

[fol. 52] *Duly sworn to by William E. Lee. Jurat omitted in printing.*

[fol. 53] I hereby certify that copies of the foregoing answer have this day been served upon the following persons by mail:

Warren Newcome, Esq., Attorney at Law, 275 East 4th Street, St. Paul, Minn.

Amos Mathews, Esq., Attorney at Law, 517 West Adams Street, Chicago, Ill.

Robert L. Pierce, Esq., Special Assistant to the Attorney General, Department of Justice, Washington, D. C.

Perry R. Moore, Esq., Attorney at Law, 1100 First National-Soo Line Bldg., Minneapolis, Minn.

Fred W. Putnam, Esq., Attorney at Law, 826 First National-Soo Line Bldg., Minneapolis, Minn.

(Signed) Nelson Thomas, Attorney.

Dated: December 15, 1942.

[File endorsement omitted]

[fol. 54] IN THE DISTRICT COURT OF THE UNITED STATES

[Title omitted]

ANSWER OF CORNELIUS W. STYER—Filed February 16, 1943

Now comes Cornelius W. Styer, by his attorney; and for his answer to the complaint herein:

I

Admits the allegations of the complaint as set forth in paragraphs "1", "2", "3", "4", "5", "6", "7", "8", "9" and "10".

II

As to the allegations set forth in paragraph "11", "12" and "13" of the complaint, this defendant denies the same, and each and every part thereof.

[fol. 55]

III

As a further defense to said action this defendant, Cornelius W. Styer, shows to the Court that at all times mentioned in said complaint, and for many years prior thereto, this defendant has carried on its operations as a common carrier of property by motor vehicle, serving the territory upon the routes duly authorized by the Interstate Commerce Commission in its order dated October 24th, 1941; that the plaintiffs herein filed a petition to the Interstate Commerce Commission asking for a reconsideration of said

report and order of the said Commission, and on April 6th, 1942, the Commission denied said motion for reconsideration and, pursuant to the order of October 24th, 1941, a certificate of public convenience and necessity was issued on the 11th day of July, 1942.

That this defendant Styer, subsequent to the order of the Commission of October 24th, 1941, and subsequent to the order of the Commission dated April 6th, 1942, denying these plaintiffs' petition to the Commission for reconsideration, and subsequent to the issuance to him of the formal certificate of public convenience and necessity dated July 11th, 1942, and because these plaintiffs took no action for a court review of the Commission's order of October 24th, 1941 until long after such events; relied upon the Commission's final determination of the issues in said proceeding and relied upon the failure of the plaintiffs, with reasonable promptness, to bring about a court review, and thereafter expended considerable sums of money in the carrying on, maintaining and improving the public service authorized by said Commission; that after October 24th, 1941, defendant Styer purchased certain interstate rights and privileges from one James V. Hammond, paid therefor the sum of \$500.00 and expended moneys in soliciting [fol. 56] and building up the service to from and between the points in the route acquired, namely Sioux City, Iowa, to Yankton, South Dakota and certain intermediate points; that said acquisition was approved by the Interstate Commerce Commission in March, 1942; that after October 24th, 1941 and in order to maintain and improve service over his entire system, the defendant Styer borrowed the sum of \$6,000.00 from his brother Clarence Styer, and as security therefor assigned the interstate rights and privileges here assailed.

IV

That almost one year after the issuance of the order of the Interstate Commerce Commission on October 24th, 1941, and subsequent to the issuance of the certificate of public convenience and necessity on July 11th, 1942, defendant, Cornelius W. Styer, on September 22nd, 1942, entered into a contract with Glendenning Motorways, Inc. of St. Paul, Minnesota, wherein said Styer agreed to lease to said Glendenning Motorways, Inc. certain properties, rights, privileges, and franchises, including all of the rights

authorized by the order of October 24th, 1941, for a period of one year, and therein gave to said Glendenning Motorways, Inc. an option to purchase the properties, rights, privileges and franchises so leased; that said contract of September 22nd, 1942, was modified by a supplemental agreement dated the 6th day of October, 1942, and thereafter on the 23rd day of October, 1942, the said Glendenning Motorways, Inc. did elect to exercise its option to purchase the properties, rights, privileges and franchises described in the agreement of September 22nd, 1942, as amended on October 6th, 1942; that the properties, rights, privileges and franchises and agreements are more specifically described in said contracts, a copy of which contracts are hereto attached and made part hereof, being marked *Exhibit "A"* (contract of September 22nd, 1942), *Exhibit [fol. 57] "A-1"* (supplemental contract of October 6th, 1942,) and *Exhibit "A-2"* (exercise of option); and that all of said contracts were made subject to the approval of the Interstate Commerce Commission; that upon the exercise of said option and on the 23rd day of October, 1942, said Styer and Glendenning Motorways, Inc. amended their then pending application to the Interstate Commerce Commission to approve the one year lease provided for in said *Exhibit "A"* so as to request the order of the Commission approving the purchase of the rights and privileges described therein, pursuant to said option, for the price set forth therein, namely \$66,485.57, of which \$51,485.57 represented the sale price of the physical property and the sum of \$15,000.00 represented the rights, privileges and franchises described therein; that said Commission set the amended application for hearing on October 31st, 1942, and on said date said hearing was held thereon in Minneapolis, Minnesota; that on the morning of said hearing the purchaser Glendenning Motorways, Inc., although not named as a party to this action, received a copy of the complaint from one or more of the plaintiffs herein, although said complaint was not served upon defendant Styer until two days later; that prior to the receipt of such complaint by Glendenning Motorways, Inc., this defendant had not been advised, nor had any means of knowing, that this proceeding would be instituted by the plaintiffs herein; that said plaintiffs had taken no action to review the order questioned herein for almost one year from its issuance, October 24th, 1941, had taken no action

for such review after the denial of their petition of reconsideration on April 6th, 1942—more than six months thereafter, and had taken no action whatsoever after the issuance of public convenience and necessity on July 11th, 1942; that at the aforesaid hearing before the said Com-[fol. 58] mission on October 31st, 1942, these plaintiffs vigorously contested the acquisition of this defendant's property and privileges by Glendenning Motorways, Inc., and urged among other things that this action had been or was about to be commenced, and that said Glendenning Motorways, Inc. was put upon notice through being furnished a copy of the complaint; that by reason of such facts said Styer alleges that the commencement and maintenance of the instant action is but part and parcel of the attempts of these plaintiffs before the Interstate Commerce Commission to block the approval of this defendant's favorable sale to Glendenning Motorways, Inc., and that this action is not brought for the sole intent and purpose of testing the correctness of the Commission's order of October 24th, 1941.

That the aforesaid proceeding for the Commission's approval of said purchase has been submitted to and is now pending before said Interstate Commerce Commission.

V

That on October 1st, 1942, defendant Styer and Glendenning Motorways, Inc. filed an application with the Interstate Commerce Commission, under Section 210, Part 2, of the Interstate Commerce Act as amended, requesting temporary authority in Glendenning Motorways, Inc. for the operation of the properties described in said "Agreement of Lease", dated September 2nd, 1942, and on October 13th, 1942, said order for said temporary authority was issued, a copy thereof being attached hereto and marked "*Exhibit B*"; that said Glendenning Motorways, Inc., pursuant thereto, now operates all of the properties and privileges of this defendant Styer.

[fol. 59]

VI

That the said plaintiffs herein were fully advised of the order of the Interstate Commerce Commission, under date of October 24th, 1941, and of all the proceedings subsequent thereto, and took no action to stop the issuance of

the certificate of public convenience and necessity after the order of the Commission dated April 6th, 1942, and until the commencement of this action; that said plaintiffs rested upon their rights and delayed an unreasonable length of time before starting this action to have said proceedings reviewed by this Court; that this defendant, because of said failure of said plaintiffs to proceed promptly in securing a review by this Court of said action of the Interstate Commerce Commission, believed that no such proceeding would be commenced, and relying thereon and on September 22nd, 1942, did enter into the contract with Glendenning Motorways, Inc. to sell a substantial part of his rights under said order of October 24th, 1941, and has very materially changed his position.

VII

That by their laches plaintiffs have waived any rights they may have had to have a review of the action of the Interstate Commerce Commission after said Commission, with due notice to all parties and a full hearing thereon, had granted a certificate of public convenience and necessity to Cornelius W. Styer, and said plaintiffs are now estopped from prosecuting this action as a matter of equity.

Wherefore, Defendant prays:

(1) That the action of the Interstate Commerce Commission in issuing its order of October 24th, 1941, and the issuance of certificate of public convenience and necessity [fol. 60] pursuant thereto on July 11th, 1942, be in all things sustained; and

(2) That the action herein be dismissed, and that the defendant recover its costs.

Perry R. Moore, of Stinchfield, Mackall, Crounse & Moore, Attorneys for Defendant, Cornelius W. Styer, 1100 First National-Soo Line Building, Minneapolis, Minnesota.

Duly sworn to by Perry R. Moore. Jurat omitted in printing.

[fol. 61]

EXHIBIT "A" TO ANSWER

I, William Gordon Glendenning, President of Glendenning Motorways Inc. of Saint Paul, Minnesota, and I, Cornelius William Styer, owner of Northern Transportation Company of Saint Paul, Minnesota, do hereby certify that the attached "Agreement of Lease" is a true and correct copy of the original "Agreement of Lease."

Given under our hands, this 22nd day of September, 1942.

William Gordon Glendenning, Cornelius William Styer.

[fol. 62]

Agreement of Lease

Made at St. Paul, Minnesota this 22nd day of September, 1942, by and between Glendenning Motorways Inc., a Minnesota corporation, St. Paul, Minnesota, hereinafter called "Glendenning", and Cornelius William Styer, doing business as Northern Transportation Company, St. Paul, Minnesota, hereinafter called "Styer".

Whereas Styer is engaged in the business of a motor common carrier in interstate commerce operating pursuant to Certificates of Public Convenience and Necessity issued by the Interstate Commerce Commission, bearing No. MC-47644, and Sub. Nos. 1, 2, 3, (including 4, 5, 6, and 9) and Sub. No. 7, and certain temporary authorities, 11 TA, 13 TA, 14 TA, 16 TA and 18 TA, and pursuant, also, to certain pending applications and other evidences of authority from said Commission, as set forth in Exhibit I attached hereto and made a part hereof; and in addition said Styer operates as an intrastate carrier in the States of South Dakota and Nebraska pursuant to the authorities set forth in Exhibit I (b); that said Styer operates said business with the trucks, tractors, semi-trailers, and vehicles set forth in the schedule attached hereto marked Exhibit II, and

Whereas said Styer finds himself threatened with the loss of a substantial part of his rolling equipment, and [fol. 63] desires to lease the aforesaid property and all of his rights, privileges and franchises accruing by virtue of the aforesaid orders and Certificates of Public Convenience and Necessity, or other evidences of operating authority, to Glendenning for the considerations hereinafter set forth, and

Whereas Glendenning is also engaged in the business of a motor common carrier over a substantial area from Chi-

cago throughout portions of the states of Wisconsin, Iowa, Minnesota and North Dakota, all pursuant to the authority of the Motor Carrier Act and the Interstate Commerce Commission; that provided the Interstate Commerce Commission will grant Glendenning's request for temporary authority to operate the property and privileges herein described; Glendenning is desirous of leasing the same under the terms and conditions hereinafter set forth, and to that end Glendenning intends to request the Interstate Commerce Commission for such temporary authority at once; that both of the parties intend also to make application at once to the Interstate Commerce Commission for its order approving this lease transaction and authorizing permanent operation by Glendenning under the terms hereof,

Now, Therefore, subject to the approval of the Interstate Commerce Commission, the parties hereto agree as follows:

[fol. 64] 1. Said Styer hereby leases and lets unto Glendenning, and Glendenning hereby leases and lets from Styer, all of the tangible personal property set forth in the attached schedule marked Exhibit II and the rights, privileges and franchises set forth in Exhibit I, for the period beginning with the effective date of the order of the Interstate Commerce Commission granting Glendenning's request for temporary authority, and shall continue for one year after said effective date of the granting of such temporary authority, subject, however, to its earlier termination by the exercise by Glendenning of the option to purchase the same as hereinafter set forth, and further subject to the said Commission's approval of said purchase. If said Commission refuses to grant the temporary authority requested, this instrument shall not become effective either in whole or in part. If Glendenning exercises his right to purchase, and makes application for the approval thereof to said Commission, and, if said approval is denied, this lease shall terminate thirty days, or at Styer's option for a [fol. 65] lesser period, after the effective date of the order disapproving of such purchase. In such case, Styer shall give ten days notice to Glendenning of the date upon which he expects to resume operation. In such case, also, if Styer elects to resume operations in less than such thirty days, the rental payments shall be pro-rated upon a per diem basis.

If said Commission should not have determined such application (for purchase) upon the expiration of the one-year period set forth above, the term of this lease shall be extended until the effective date of the final order of the Commission determining the same. If such final order approves the purchase, the purchase shall become effective and the lease cancelled. If, after the aforesaid one-year period the Commission disapproves the purchase, this lease shall extend until thirty days after the date of the Commission's order of denial, or at Styer's option for a lesser period, and, if for a lesser period, the rental shall be prorated upon a per diem basis.

2. Rental.

(a) *Of the Physical Property*

Glendenning agrees to pay, monthly in advance, as rental for each of the property units described in Exhibit II, the sum set forth on said Exhibit II under the caption "Rental charge per month." The first payment shall become due and payable on the 5th day following the effective date of the Commission's granting temporary authority in Glen-[fol. 66].denning and succeeding payments of like sums as rental for each unit shall be due and payable on the same date of each month thereafter during the period this lease is in effect. Subsequent monthly payments shall fall on the same date of the month as the first payment date.

If this transaction is approved upon either a temporary or permanent basis, Glendenning will use the equipment described in Exhibit II and shall keep the same in reasonable repair. If, during the period of this lease any one or more of such units is wrecked or otherwise destroyed and, beyond reasonable repair, Glendenning shall not be required to pay the rental sum set opposite the description on Exhibit II of the particular unit so affected but shall pay to Styer a sum equal to the difference between the sale price set forth in Exhibit II, and the total of the monthly rentals theretofore paid upon such unit. If any one or more of such units be withdrawn from service by agreement of the parties, such withdrawal shall not affect the remaining provisions of this lease, and Glendenning shall not be required to pay the rental sum set opposite the description on Exhibit II of the particular unit so affected.

(b) *Rental of the Intangible Property*

Glendenning agrees to pay monthly in advance as rental for the rights, privileges and franchises set forth in Exhibit II the sum of Three Hundred (\$300.00) Dollars a month. The first payment shall become due and payable on the 5th day following the effective date of the order of [fol. 67] the Interstate Commerce Commission granting temporary authority in Glendenning, and a like sum shall be due and payable on the same date of each month thereafter during the period this lease is in effect; it is intended that the subsequent payments shall fall upon the same date of each month as the date of the first payment.

3. Glendenning agrees to request said temporary authority from the Interstate Commerce Commission at once, or as soon as the proper documents may be prepared, and both parties agree to apply to the Commission upon the forms provided for that purpose for its order approving this lease transaction, the latter application to be filed at once or as soon as such documents may reasonable be prepared. Each of the parties hereto agrees to join in both such applications and to furnish all data, information and exhibits required by each of the forms prescribed by the Interstate Commerce Commission for such purposes. Each of the parties also agrees to appear at any hearing called by the Interstate Commerce Commission upon the permanent application, and to furnish such books, data, records, and information as, in the opinion of Glendenning's counsel, shall be necessary and desirable for the successful prosecution of said proceedings. If the application for temporary authority is granted and operation by Glendenning is required to take the form of a lease, and if the Commission in its order requires smaller monthly payments by Glendenning, it is agreed that the amounts to be paid, as set forth in paragraphs 2 (a) and (b), shall be reduced accordingly. If in its order of permanent approval of this lease transaction the Commission shall prescribe or fix, as a condition [fol. 68] of its approval, smaller monthly payments as rental for either the tangible or intangible properties, or modifies the term of the lease, the parties agree to be bound thereby, and such sums as may be so prescribed or fixed, and the term so set forth, shall be substituted for such provisions hereof.

a. Glendenning agrees to pay to Styer within five days after the effective date of the order of the Commission granting temporary authority, in cash, the amount of pre-paid portions of motor vehicle licenses, taxes or permits which are transferred to Glendenning by the particular state officials involved, and for which Glendenning receives credit.

4. It is expressly agreed that Glendenning does not assume to agree to pay, or otherwise become obligated for, any of the debts or obligations of Styer. Note: This provision applies to the lease transaction only. If and when Glendenning exercises his right to purchase, provision is made hereafter for the assumption of certain secured equipment obligations only—and no others.

5. It is understood that Glendenning shall employ Styer upon the commencement of operation under Temporary Authority, if granted, until the Commission approves or disapproves of this lease transaction upon the parties' permanent application in order that the service to the shipping public may be enhanced, and, if approved by the Commission, such employment shall continue throughout the term of the lease unless the parties mutually agree to earlier terminate. The terms of such employment are left to the mutual agreement of the parties. Glendenning has agreed [fol. 69] with Styer that he will employ substantially all of the personnel now in Styer's employ.

6. (a) Styer further agrees that he will continue operations and furnish public service upon his existing system in substantially the same manner as heretofore conducted until the Commission's determination of Glendenning's request for temporary authority to operate the same.

(b) Said Styer further agrees that, if said application for temporary authority is granted, and until the final order of the Interstate Commerce Commission approving this lease transaction, he will not sell, lease, or assign to others, and that, except insofar as required by law or executive order, he will not agree to sell, lease or assign to others all, or any part of, the property, rights, privileges, and franchises described in Exhibits I and II attached hereto without the consent of Glendenning, and, in the event such attempt is made, Styer hereby requests the

Interstate Commerce Commission to honor and accept this agreement as the only effective instrument of lease and sale of the property and rights herein described.

7. (a) It is understood and agreed by the parties that the approval by the Interstate Commerce Commission of the lease of the properties and rights, privileges, and franchises herein described are a condition to the effectiveness of this instrument. It is agreed, however, that the approval of the Interstate Commerce Commission, and the Nebraska State Railway Commission, and the Public Utilities Commission of the State of South Dakota, need not be obtained concurrently. The parties understand and agree that the transfer [fol. 70] of the interstate rights, privileges, and franchises constitute the principal consideration. It is agreed, therefore, that this instrument shall not become effective until the approval of the Interstate Commerce Commission has been obtained, but, if and when obtained, it shall become effective in all its parts applicable to interstate operations, and, as to the intrastate operations, it shall become effective if and when the approval of the aforesaid commissions is obtained. If the consents of said State Commissions are not obtained, the lack thereof shall not affect the amount of the purchase price and rentals to be paid by Glendenning.

(b) It is agreed that Styer will continue operation of such intrastate rights until the approval of this lease by the State Commissions involved.

8. Styer hereby gives and grants unto Glendenning for the period of one year from the date of the order of the Interstate Commerce Commission temporarily approving this lease transaction, the first right and option to purchase the property, rights, privileges and franchises described in Exhibits I and II attached hereto for the considerations hereinafter immediately set forth:

a. For the equipment set forth in Exhibit II attached hereto, the sum of Fifty-One Thousand, Four Hundred Eighty-Five and 57/100 (51,485.57) Dollars.

b. For the rights, privileges, and franchises, interstate and intrastate, set forth in paragraph I above, the sum of Fifteen Thousand and no/100 (15,000.00) Dollars.

[fol. 71] 9. In the event said Glendenning desires to exercise said option, he shall notify Styer thereof in writ-

ing, declaring therein his intention to so do and shall, within a reasonable time thereafter, apply to the Interstate Commerce Commission for approval thereof. Upon approval thereof by said Commission, and not before, the terms of purchase here set forth shall become effective in all respects. The total purchase price above set forth, being the sum of Sixty-Six Thousand, Four Hundred Eighty-Five and 57/100 (66,485.57) Dollars, shall then be subject to the following deductions:

a. The total of the monthly rental payments theretofore paid by Glendenning as provided for in paragraphs 2 (a) and 2 (b) above.

b. The equipment described in Exhibit II is now encumbered by various security instruments held by certain creditors. It is contemplated that the payments of rental by Glendenning during the lease period shall be assigned by Styer to certain of the existing equipment creditors. It is the intention and agreement of the parties that, if Glendenning elects to exercise his right to purchase, and if, at that time, the aforesaid obligations now existing against said equipment, or renewals thereof, are not paid in full, said Glendenning shall, upon the effective date of the order of approval of the purchase by the Commission, assume and pay the balances of the present obligations, or their renewals, then existing against each of said units of equipment. The sum so paid by Glendenning to said secured creditors shall be deducted from the purchase price set forth above, together with other deductions herein provided. [fol. 72] Glendenning may, in satisfaction of this promise, arrange to continue then existing periodic payments thereon, or may refinance any or all of them, but, in such case, Glendenning shall furnish Styer with a complete release and satisfaction of any personal liability to said creditors, and the furnishing of such release shall constitute a compliance with the above provision of the agreement. No deductions shall be made for interest unearned at the time of the effective date of the Commission's order of approval of said purchase.

c. Prior hereto, Styer executed his note to Clarence Styer for Six Thousand and no/100 (6,000.00) Dollars, and also executed an assignment of all of his right, title and interest in and to the rights, privileges and franchises owned by

Styer at the time of the execution thereof; that said note requires monthly payments beginning on December 1, 1943, at Two Hundred and no/100 (200.00) Dollars per month. In the event of purchase by Glendenning and the approval by the Commission, Glendenning agrees to pay the principal sum of such obligation (\$6,000.00), or any part thereof remaining unpaid at the time of said approval on or before the effective date of the order of approval, or, at its option, may pay said obligation in accordance with the terms of the aforesaid note, all as Glendenning shall then determine. In either case, the balance thereon remaining unpaid, including interest, at the time of the effective date of the Commission's approval of the purchase shall then be deducted from the purchase price provided above, together with other deductions.

The balance remaining due (after the above deductions) shall be paid by Glendenning in the manner and in the [fol. 73] amounts as follows:

Five Hundred and no/100 (500.00) Dollars on the 10th day of the first month following the approval of said purchase by the Interstate Commerce Commission, and a like sum on the 10th day of each and every month thereafter until said balance is paid in full. Interest at the rate of 3% shall be paid upon balances remaining unpaid from time to time.

In the event Glendenning elects to pay Styer's obligation to Clarence Styer, described in paragraph 9-c above, according to the terms of Styer's existing note, and pays to Clarence Styer the sum of Two Hundred and no/100 (200.00) Dollars per month, as therein provided, the amount of the monthly payment provided immediately above (\$500.00) shall be reduced to Three Hundred (300.00) Dollars, and monthly payments in such sum (\$300.00) shall be made to Styer by Glendenning when Glendenning makes monthly payments to Clarence Styer in the sum of Two Hundred and no/100 (200.00) Dollars. It is the intention of the parties that the content of this paragraph shall not affect Glendenning's right of deduction from the total purchase price as set forth in paragraph 9-c above.

For the purpose of providing for security to Styer for the unpaid balance, Glendenning agrees that he will then assign the rights, privileges and franchises here leased (and then purchased) by him to Styer, and that said assignment

shall become effective upon the effective date of the aforesaid order of approval and shall continue until the balance remaining due shall have been reduced to the sum of Ten Thousand and no/100 (10,000.00) Dollars. After said balance remaining unpaid shall have been reduced to Ten Thousand and no/100 (10,000.00) Dollars, or less, said [fol. 74] Glendenning may, at its option, cancel said assignment for security purposes, and, in lieu thereof, substitute other collateral security upon motor carrier equipment of an appraised value of 125% of the balance then remaining unpaid, or may, at his option, furnish other security acceptable to Styer. If Glendenning makes his option to purchase effective at the termination of the year period of this lease, it shall cause written notice of the intention to exercise such option to be given to Styer at least thirty days prior to the expiration date of said lease.

Wherever herein notice or other communication with Styer is required, the mailing thereof at his address last known to Glendenning, or to a nominee previously appointed by Styer therefor, shall be deemed a sufficient compliance therewith.

Styer hereby warrants that the equipment described in Exhibit II is not encumbered except as heretofore disclosed by him to Glendenning, and that the rights, privileges and franchises described in Exhibit I are not encumbered except as stated in Paragraph 9-c above.

d. If the Interstate Commerce Commission approves the purpose but conditions such approval upon a sale price lower than herein agreed upon, Styer agrees to accept such lower price as fixed by the Commission. If the Commission should approve the purchase transaction at a higher price, Glendenning agrees to pay the same.

10. For the consideration hereinbefore set forth, said Styer hereby agrees that, while this lease is in effect, and, if Glendenning exercises the above mentioned option to [fol. 75] purchase, for a period of five years after the effective date of the order of the Commission approving said purchase, he will not individually, or as a partner with others, engage, directly or indirectly, in the transportation of property for hire, except petroleum products, in interstate or intrastate commerce as a common or contract carrier, broker or freight forwarder, or by air, and that

he will not, directly or indirectly, become a stockholder, officer or director, or become beneficially or financially interested in a corporation, trust, association, cooperative association or other venture engaged in or to engage in one or more of the above described businesses in direct competition with Glendenning at any point upon his (Styer's) presently authorized routes, or at any point within his presently authorized territory—all as described in the certificates and orders of the Interstate Commerce Commission set forth in Exhibit I.

Styer further agrees that he will not, for the period of this lease, and, in the event Glendenning exercises the option to purchase, for an additional five years following the date of the order of approval of the Interstate Commerce Commission, become employed by any carrier directly competing with Glendenning at any of the points on Styer's presently authorized routes, or at any of the points within the territory presently authorized to Styer by the Interstate Commerce Commission—all as appears in Exhibit I attached hereto.

Each of the parties hereto acknowledge that the restrictions above set forth as to points, territory, and time, are [fol. 76] in the motor carrier business reasonable and proper.

The provisions of this agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

Northern Transportation Company, by Cornelius William Styer, Lessor; Glendenning Motorways Inc., by William Gordon Glendenning, Lessee..

[fol: 77]

EXHIBIT I TO AGREEMENT

Summary of Authorities Leased

1. MC-47644 (including Sub. 1), dated July 11, 1942, authorizing the following operations:

"General commodities, except those of unusual value and except dangerous explosives, commodities in bulk, and those requiring special equipment, over regular routes,

Between St. Paul, Minn., and Mitchell, S. Dak.:

From St. Paul over city streets to Minneapolis, Minn., thence over U. S. Highway 212 to Glencoe, Minn., thence over Minnesota Highway 22 to Gaylord, Minn., thence over Minnesota Highway 19 to Winthrop, Minn., thence over Minnesota Highway 15 to New Ulm, Minn., thence over U. S. Highway 14 via Brookings, S. Dak., to Huron, S. Dak., and thence over South Dakota Highway 37 to Mitchell;

From St. Paul to Minneapolis as specified above, thence over U. S. Highway 169 to Mankato, Minn., thence over Minnesota Highway 60 to Madelia, Minn., thence over Minnesota Highway 15 to Fairmont, Minn., and thence over U. S. Highway 16, via Sioux Falls, S. Dak., to Mitchell; and

Return over these routes to St. Paul.

Service is authorized to and from the off-route point of South St. Paul, Minn.

Between Winthrop, Minn., and Brookings, S. Dak.:

From Winthrop over Minnesota Highway 19 to the Minnesota-South Dakota State line, thence over un-numbered highway, via White, S. Dak., to junction U. S. Highway 77, and thence over U. S. Highway 77 to Brookings; and return over the same route.

Between Brookings, S. Dak., and junction South Dakota Highways 34 and 37;

From Brookings over U. S. Highway 77 to junction South Dakota Highway 34, thence over South Dakota Highway 34, via Howard, S. Dak., to junction South Dakota Highway 37; and return over the same route.

Between Arlington, S. Dak., and junction South Dakota Highway 37 and U. S. Highway 16:

[fol. 78] From Arlington over U. S. Highway 81 to Salem, S. Dak., thence over South Dakota Highway 38 to junction U. S. Highway 16; and return over the same route.

Between Sioux Falls, S. Dak., and junction U. S. Highway 77 and South Dakota Highway 34:

From Sioux Falls over U. S. Highway 77 to junction South Dakota Highway 34, near Colman, S. Dak.; and return over the same route.

Between Stanley Corners, S. Dak., and Yankton, S. Dak.:

From Stanley Corners over U. S. Highway 81 to Yankton, and return over the same route.

Between Vermillion, S. Dak., and Pumpkin Center, S. Dak.:

From Vermillion over South Dakota Highway 19 to Pumpkin Center; and return over the same route.

Between Sioux Falls, S. Dak., and Vermillion, S. Dak.:

From Sioux Falls, S. Dak., over U. S. Highway 77 to junction South Dakota Highway 50, thence over South Dakota Highway 50 to Vermillion; and return over the same route.

Service is authorized to and from all intermediate points on the above-specified routes, except Beresford, S. Dak."

2. MC-47644 Sub. 2, dated August 15, 1942, authorizing the following operations:

"General commodities, except dangerous explosives and except household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, commodities in bulk, and those requiring special equipment,

Between Minneapolis, St. Paul, South St. Paul, Invergrove, West St. Paul, Newport, North St. Paul, Columbia Heights, Robbinsdale, St. Louis Park, Hopkins, Edina, Richfield, Red Rock, McCarron Lake, Fort Snelling, and State Fair Grounds, Minn."

3. MC-47644 Sub. 3 (including Sub. Nos. 4, 5, 6 and 9), dated June 9, 1942, authorizing the following operations:

"REGULAR ROUTES:

General commodities, except those of unusual value, and [fol. 79] except dangerous explosives, household goods as defined in *Practices of Motor Common Carriers of*

Household Goods, 17 M.C.C. 467, commodities in bulk commodities requiring special equipment and those injurious or contaminating to other lading, over regular routes,

Between Huron, S. Dak., and Fort Thompson, S. Dak.:

From Huron over South Dakota Highway 37 to junction South Dakota Highway 34, thence over South Dakota Highway 34 to junction South Dakota Highway 45, thence over South Dakota Highway 45 via Genn valley, S. Dak., to junction unnumbered highway thence over unnumbered highway to junction South Dakota Highway 47, and thence over South Dakota Highway 47 to Fort Thompson, and return over the same route.

Service is authorized to and from the intermediate points of Woonsocket, Wessington Springs, Gannvalley, and Shelby Store, S. Dak.; and the off-route points of Virgil and Alpena, S. Dak.

Between Mitchell, S. Dak., and Lane, S. Dak.:

From Mitchell over South Dakota Highway 37 to junction unnumbered highway, thence over unnumbered highway via Letcher and Cuthbert, S. Dak., to Forestburg, S. Dak., thence over South Dakota Highway 34 to Woonsocket, S. Dak., and thence over unnumbered highway via Alpena, S. Dak., to Lane, and return over the same route.

Service is authorized to and from the intermediate points of Letcher, Cuthbert, Forestburg, and Alpena, S. Dak.

Between Newcastle, Nebr., and Sioux City, Iowa:

From Newcastle over Nebraska Highway 12 to junction U. S. Highway 20, thence over U. S. Highway 20 to Sioux City, and return over the same route.

Service is authorized to and from all intermediate and off-route points in Nebraska within 20 miles of Newcastle.

Between Newcastle, Nebr., and Yankton, S. Dak.:

From Newcastle over Nebraska Highway 12 to junction Nebraska Highway 15, thence over Nebraska High-

way 15 to junction U. S. Highway 81, and thence over U. S. Highway 81 to Yankton, and return over the same route.

Service is authorized to and from all intermediate and off-route points in Nebraska within 20 miles of Newcastle.

[fol. 80] *General commodities*, except those of unusual value, and except dangerous explosives, and commodities in bulk:

Between Sioux City, Iowa, and Parkston, S. Dak.:

From Sioux City, Iowa, over U. S. Highway 77 to junction South Dakota Highway 50, thence over South Dakota Highway 50 to junction South Dakota Highway 37, and thence over South Dakota Highway 37 to Parkston, and return over the same route.

Service is authorized to and from the off-route points of Armour, Corsica, Delmont, and Stickney, S. Dak.

Service is not authorized to and from intermediate points.

IRREGULAR ROUTES:

Livestock,

From farms within 15 miles of Parkston, S. Dak., to Sioux City, Iowa, with no transportation for compensation on return, except as otherwise authorized."

4. MC-47644, Sub. 7. Application for Certificate of Public Convenience and Necessity, Form BMC-74, for authorization to transport general commodities in the State of South Dakota, serving Vermillion and Yankton, South Dakota as intermediate points, in connection with Styer's presently authorized regular route authority between Sioux City, Iowa and Parkston, South Dakota. Application heard June 23, 1942, and now pending.

5. MC-47644, Sub. 11 TA. Temporary authority to operate between Vermillion and Yankton, South Dakota, dated July 21, 1942.

6. MC-47644, Sub. 13 TA. Request for temporary authority to operate between Worthington, Minn. and Sioux

City, Iowa direct. Received at Washington June 17, 1942. Still pending before the Commission.

7. MC-47644, Sub. 14 TA, dated July 14, 1942. Temporary authority until December 31, 1944, to operate over [fol. 81] the following routes:

"Between Minneapolis, Minn., and the Gopher Ordnance Plant located at Rosemount, Minn.:

From Minneapolis over U. S. Highway 52 to junction Minnesota Highway 218, thence over Minnesota Highway 218 to the site of the Gopher Ordnance Plant, and return over the same route.

Between St. Paul, Minn., and the Gopher Ordnance Plant located at Rosemount, Minn.:

From St. Paul over Minnesota Highway 218 to site of the Gopher Ordnance Plant, and return over the same route.

Service is not authorized at intermediate points on the above-specified routes."

8. MC-47644, Sub. 15 TA, received at Washington June 17, 1942. Request for temporary authority to operate between Madelia, Minn. and Worthington, Minn. over Highway 15 to junction with Minnesota Highway 60; thence via Minnesota Highway 60 to Worthington, and return over the same route. Still pending.

9. MC-47644, Sub. 16 TA, received at Washington June 17, 1942. Request for temporary authority to operate between Sioux Falls, S. D. and Marshall, Minn. via South Dakota Highway 11 to junction with Minn. Highway 39; thence via Minn. Highway 39 to Marshall, and return over the same route. Still pending.

10. MC-47644, Sub. 17 TA, received at Washington June 17, 1942. Request for temporary authority to operate:

1. Between Ivanhoe, Minn. and Lake Benton, Minn. over U. S. Highway 75
2. Between Marshall, Minn. and junction of U. S. Highway 59 with U. S. Highway 14 at Garvin Corner, Minn.; U. S. Highway 59.

3. Between Redwood Falls, Minn. and junction of U. S. Highway 71 with U. S. 14 at Sanborn Corner, Minn., via U. S. Highway 71.

[fol. 82] 4. Between New Ulm, Minn. and Madelia, Minn., via Minnesota Highway 15.

5. Between New Ulm, Minn. and Mankato, Minn. via U. S. Highway 14.

This application still pending.

11. MC-47644, Sub. 18 TA, received at Washington September 16, 1942, requesting temporary authority for general commodities, with the usual exceptions, between Minneapolis and St. Paul on the one hand, and the Twin Cities Ordnance Plant in Moundsview Township, Ramsey County on the other hand. Still pending.

And all other rights, privileges, certificates or franchises, permits or licenses issued by or under the authority of the Interstate Commerce Commission and the States of Minnesota, South Dakota and Nebraska to said Styer, whether specifically described herein or not.

[fol. 83]

EXHIBIT I (b) TO AGREEMENT

South Dakota Authorities

Class A. Motor Carrier Certificate No. 74, covering transportation of property between fixed termini and over the regular route within the State of South Dakota, designated as follows:

Between Mitchell, Loomis, Letcher, Cuthbert, Forestburg, Woonsocket, Wessington Springs, Lane, Alpena, upon the time schedule and at the rates on file with the Commission.

Class A Motor Carrier Certificate No. 688, covering transportation of property between fixed termini and over the regular route within the State of South Dakota, designated as follows:

To, from and between Mitchell, Artesian, Fedora, Roswell, Vilas, Howard, Winfred, Canova, Unityville, Salem, Spencer, Epiphany, Farmer, Fulton, upon the time schedule and at the rates on file with the Commission.

Class A. Motor Carrier Certificate No. 36, covering transportation of property between fixed termini and over the regular route within the State of South Dakota, designated as follows:

Between Huron, Fort Thompson, Vilas, Virgil, Alpena, Woonsocket, Wessington Springs; Lane, Gannvalley, Shelby Store, upon the time schedule and at the rates on file with the Commission.

Nebraska Authority

No. N6694, authorizing general commodity operation over irregular routes from Newcastle, Nebraska, and within an 18 mile radius thereof to and from Laurel and Willis and occasionally to and from Herman, Emerson, Wakefield, Hartington, Dixon, Omaha, Norfolk, Oakland, and York.

[fol. 84]

EXHIBIT II TO AGREEMENT

Equipment, Including Tires and Tubes

Year	Make	Description	Sale price as of Oct. 1 1942	Rental charge per month
1941	International Tractor	Serial No. 26535 Motor No. GRD 233-35104	\$1861.45	\$41.26
1941	International Tractor	Serial No. 2020 Motor No. FAC 259-7204	2142.16	49.54
1941	International Tractor	Serial No. 2013 Motor No. FAC 259-7134	2142.16	49.54
1941	International Tractor	Serial No. K85-4588 Motor No. 233-22172	1526.35	35.30
1941	International Tractor	Serial No. K85-26535 Motor No. GRD 23335104	1572.54	34.85
1941	G.M.C. Tractor	Serial No. ACR 522524 Motor No. 3083662	2670.51	61.67
1941	Highway Semi-Trailer	Serial No. 47673	2746.52	35.21
1941	Highway Semi-Trailer	Serial No. 48304	2779.62	35.21
1941	Highway Semi-Trailer	Serial No. 47692	2986.92	38.74
1941	Highway Semi-Trailer	Serial No. 47691	2986.92	38.74
1941	Highway Semi-Trailer	Serial No. I-57	2512.45	34.26
1940	Brown Mono-Trailer	Serial No. 3877	4035.00	64.05
1939	Trailmobile Semi-Trailer	Serial No. 21466	1904.25	36.15
1937	Trailmobile Semi-Trailer	Serial No. 20317	1505.46	34.05
1936	Trailmobile Semi-Trailer	Serial No. 18150	725.87	32.40
1940	Thermo King Mechanical Refr. Unit	(Underslung type)	1099.60	39.00
1941	Thermo King Mechanical Refr. Unit	(Overhead type)	888.92	27.81
1941	Thermo King Mechanical Refr. Unit	(Overhead type)	888.92	27.81
1941	Thermo King Mechanical Refr. Unit	(Overhead type)	836.64	27.81
1940	Ford passenger coach	Motor No. 18-5369985	775.50	22.50
1940	Ford passenger coach	Motor No. 18-556897	775.50	22.50

Year	Make	Description	Sale price as of Oct. 1 1942	Rental charge per month
[fol. 85]				
1937	Dodge Truck	Motor No. T-40-2480	488.93	16.25
1935	G.M.G. Truck	Motor No. 12215399	352.50	7.50
1939	International Truck	Motor No. FAB 24123581 Serial No. DS-35-6523	1635.60	60.00
1939	Ford Truck	Motor No. 99T47085	740.18	17.51
1939	Ford Truck	Motor No. 99T45972	740.18	17.51
1938	Ford Truck	Motor No. BB18-4247574	655.65	22.50
1932	Reo Truck	Motor No. CF16676	246.50	5.46
1939	International Truck	Motor No. ED 23263422 Serial No. DS-30-6814	810.74	18.75
1937	Dodge Truck	Motor No. T 4115241 Serial No. 8418770	488.92	16.25
1940	Mack Tractor	Motor No. FKD 1379 Serial No. EG4D-1105	1692.00	37.50
1938	Mack Tractor	Motor No. EKD 1064 Serial No. EGIDH-1133	1692.00	37.50
1937	Mack Tractor	Motor No. BG 4647 Serial No. 6EHISD1015	1128.00	22.50
1936	Mack Tractor	Motor No. BG 5246 Serial No. 6EHISD1360	1128.00	22.50
5 sets of Elston Sanders			322.92	7.50
			<u>\$51,485.57</u>	<u>\$1097.63</u>

*Styer's book value of the above equipment, less depreciation, is the sum of \$41,894.73 (as appears in balance sheet dated August 31, 1942). One of said trucks, and one tractor, have been wholly depreciated.

[fol. 86]

EXHIBIT "A-1" TO ANSWER

Agreement

Made this 5th day of October, 1942, by and between Glendenning Motorways, Inc., a Minnesota corporation, St. Paul, Minnesota, hereinafter called "Glendenning", and Cornelius William Styer, doing business as Northern Transportation Company, St. Paul, Minnesota, hereinafter called "Styer".

WHEREAS the parties hereto, on September 22, 1942, entered into an Agreement of Lease, relating to the leasing by Styer of the properties and rights and privileges described therein to Glendenning, including an option in Glendenning to purchase the same; and that shortly thereafter the parties made a joint application for the approval of said lease transaction by the Interstate Commerce Commission, and also applied jointly for the Commission's approval of their application for temporary authority in Glendenning to operate the aforesaid property and privileges, and

WHEREAS said Commission, during its consideration of said applications has advised the parties that, for the purposes of the application and granting of such temporary authority, the parties must file a separate lease covering the period of 180 days, or to amend the existing lease so as to include a 180 day period, all in accordance with the regulations of the Commission.

[fol. 87] Now, THEREFORE, it is agreed as follows:

I

Said Styer hereby leases and lets unto Glendenning, and Glendenning hereby leases and lets from Styer all of the tangible personal property set forth in the schedule marked Exhibit 2 and attached to the lease of September 22, 1942, and the rights, privileges and franchises set forth in Exhibit 1 attached to said lease, for the period beginning with the effective date of the order of the Interstate Commerce Commission granting the parties' request for temporary authority in Glendenning to operate said property, and continuing until the effective date of the Commission's order finally determining the parties' application for the approval of said lease dated September 22, 1942. In the event, however, said Commission shall not have determined the parties' aforesaid application for the approval of the lease dated September 22, 1942 prior to 180 days from and after the effective date of the order granting temporary authority, then, and in that event, this lease shall continue for 180 days after the effective date of such temporary authority order.

II

It is agreed that, unless said Commission grants temporary authority [fol. 88] in Glendenning to operate the aforesaid properties and privileges, this lease shall be null and void, and of no effect.

III

Glendenning shall pay Styer for the use and rental of the properties and privileges involved herein the sum of \$1,397.03 per month being the total of the rentals set forth in paragraphs II-a and II-b of the Agreement of Lease dated September 22, 1942. The first and succeeding

payments of such rental shall be made at the time provided in said paragraphs II-a and II-b of the aforesaid lease.

IV

If, prior to the expiration of either of the periods set forth in paragraph I above, Glendenning shall exercise his option to purchase as set forth in the aforesaid lease of September 22, 1942, and if the Commission approves of said purchase prior to the expiration of either of said periods, then this lease shall terminate as of the effective date of the order of the Commission approving such purchase transaction.

V

The parties expressly agree that the aforesaid lease of September 22, 1942 shall be, and it is hereby incorporated herein by reference, and with the same force and effect as if specifically included herein, and that each and [fol. 89] all of the terms, conditions, promises and agreements of said lease shall be and remain in full force and effect, except insofar as repugnant to the provisions of this instrument.

Glendenning Motorways, Inc., by William Gordon
Glendenning, Pres.

In the Presence of: Perry R. Moore, Louis H. Joss.

Northern Transportation Company, by Cornelius
William Styer.

In the Presence of: Perry R. Moore, Louis H. Joss.

[fol. 90]

EXHIBIT "A-2" TO ANSWER

October 23, 1942

Mr. Cornelius William Styer
2654 University Avenue
St. Paul, Minnesota

Dear Sir:

You are hereby notified that the undersigned Glendenning Motorways, Inc. hereby elects to exercise its option to purchase the properties, privileges and franchises described in the agreement of lease of September 22, 1942,

and the amendment thereto of October 5, 1942, according to the terms and conditions set forth in said agreements, and in accordance with the option granted therein.

As you know, the purchase can not become effective until it is approved by the Interstate Commerce Commission. Application for such approval, in the form of a supplemental petition to the Form BMC-44 already on file, is being prepared and will be shortly filed with the Commission.

Very truly yours, Glendenning Motorways, Inc., by

[fol. 91]

EXHIBIT "B" TO ANSWER

ORDER

At a Session of the Interstate Commerce Commission, Division 4, held at its office in Washington, D. C., on the 13th day of October, A. D. 1942.

No. MC-F-1981

Glendenning Motorways, Inc.—Lease—Cornelius William Styer

It appearing, That by application filed October 1, 1942, authority is sought under Section 5, Interstate Commerce Act as amended, by Glendenning Motorways, Inc., herein called lessee, of St. Paul, Minn., to lease motor-carrier properties of Cornelius William Styer, doing business as Northern Transportation Company, herein called lessor, also of St. Paul, and, by separate application, approval is sought under section 210a(b), of the temporary operation of said properties:

It further appearing, That failure to grant such temporary approval may result in destruction of or injury to said properties, or interfere substantially with their future usefulness in the performance of adequate and continuous service to the public:

It is ordered, That said application under section 210 a (b) be, and it is hereby, granted, and that lessee be, and it is hereby, authorized to lease rights of lessor under MC-47644 and MC-47644 (Sub-Nos. 2, 3, 11TA, and 14 TA) and other properties of lessor for a period not exceeding 180 days

beginning with the date hereof, unless otherwise ordered, upon terms and conditions mutually agreeable to the parties but at a total rental not exceeding \$1,400 per month.

It is further ordered, That this order shall be of no force and effect unless, within 15 days from the date hereof, lessee shall have:

- (1) Filed with the Commission three conformed copies of a lease agreement embracing the terms of the lease herein authorized,
- (2) Complied with sections 215 and 217 of the act and rules and regulations prescribed thereunder,
- (3) Instituted operations pursuant to this order, and
- (4) Confirmed, in writing, to the Commission, immediately upon commencement of operations, the date operations were commenced.

It is further ordered, That operations under the authority herein granted shall not prejudice such rights as lessor may have to appropriate operating authority issued or issuable under the act.

It is further ordered, That nothing herein contained shall be construed as a determination of the rights of any person or persons under any section of the act, except section 210a thereof as expressly determined herein, or as creating a presumption as to the action which may be taken on said application under section 5.

By the Commission, division 4.

W. P. Bartel, Secretary.

Endorsed: February 16th, 1943. Thomas H. Howard,
Clerk; Chell M. Smith, Chief Deputy. (Seal.)

Due service of the within answer by copy is hereby admitted this 25th day of November 1942. Warren Newcome, one of the attorneys for the plaintiff.

[File endorsement omitted.]

{fol. 92] IN THE DISTRICT COURT OF THE UNITED STATES

[Title omitted]

ANSWER OF INTERVENOR, GLENDENNING MOTORWAYS, INC.—
Filed Dec. 14, 1942

Now comes Glendenning Motorways, Inc., by its attorney, and for its answer to the complaint herein:

I

Alleges that Glendenning Motorways, Inc. is a corporation duly organized under and by virtue of the laws of the State of Minnesota; with its principal place of business in the City of St. Paul, State of Minnesota.

II

Admits the allegations of the complaint as set forth in [fol. 93] paragraphs I, II, III, IV, V, VI, VII, VIII, IX and X.

III

As to the allegations set forth in paragraphs XI, XII and XIII of the complaint, this defendant denies the same and each and every part thereof.

IV

As a further defense to said action this defendant intervenor shows to the Court that at all times mentioned in said complaint, and for many years prior thereto, this intervening defendant has carried on operations as a common carrier of property by motor vehicles, serving considerable territory within the States of Minnesota and Wisconsin and surrounding areas upon routes duly authorized by the Interstate Commerce Commission.

V

That subsequent to the 11th day of July, 1942, the said intervening defendant commenced negotiations with the defendant, Cornelius W. Styer, for the acquisition of certain interstate operating rights, privileges and franchises held by said Cornelius W. Styer for which Cornelius W.

Styer had received a Certificate of Public Convenience and Necessity duly issued by the Interstate Commerce Commission under date of July 11, 1942, and this Intervening Defendant, relying upon said Certificate of Public Convenience and Necessity, issued by the Interstate Commerce Commission, and knowing that said Certificate of Public Convenience and Necessity had been issued pursuant to an order of Interstate Commerce Commission dated the 24th day of October, 1941, and that certain interested parties, including plaintiffs herein, had filed a Petition for reconsideration of said order of the Interstate Commerce Commission dated October 24, 1941, and the same had been denied, and that said plaintiffs had taken no proceedings in the courts to contest said Order of October 24, 1941, and said Plaintiffs stood by and took no steps to restrain the Commission from issuing said Certificate of Public Convenience and Necessity under date of July 11, 1942; did enter into a contract with said Cornelius W. Styer, and on September 22, 1942, did sign, seal and deliver a contract to lease the rights, privileges and franchises of said Cornelius W. Styer, together with certain equipment as is [fol. 94] more specifically set forth in Exhibit A hereto attached; That thereafter, and on October 5, 1942, said contract of September 22, 1942, was modified as shown in Exhibit "A-1" herewith attached, and that on October 23, 1942, this Intervening Defendant did exercise the option given to this defendant in the contract of September 22, 1942, which is hereto attached and marked Exhibit "A-2".

VI

That on October 1, 1942, Defendant, Styer, and Glendenning Motorways, Inc., Intervener, filed an application with the Interstate Commerce Commission under Section 210, Part 2, with Interstate Commerce Commission Act, as amended, requesting temporary authority in Glendenning Motorways, Inc. for the operation of the properties described in said agreement of lease dated September 22d, 1942, and on October 13th, 1942, said order for temporary authority was issued, a copy thereof being attached hereto and marked *Exhibit "B"*; and that said Glendenning Motorways, Inc., pursuant thereto, now operates all the properties and privileges of this defendant Styer.

VII

That upon the exercise of said option by Glendenning Motorways, Inc. to purchase said property of said Styer on or about the 23rd day of October, 1942, said Styer and said Glendenning Motorways, Inc. amended their then pending application to the Interstate Commerce Commission to approve the one year lease provided for in said Exhibit "A" so as to request the order of the Commission approving the purchase of the rights and privileges described therein for an agreed price of \$66,485.57; that said Commission set the amended application for hearing on October 31st, 1942, and on said date said hearing was held thereon at Minneapolis, Minnesota; that on the morning of said hearing the purchaser, Glendenning Motorways, Inc., although not named as a party to this action, received a copy of the complaint from the plaintiffs herein, although said complaint was not served upon defendant Styer until two days later; that prior to the receipt of said complaint by said Glendenning Motorways, Inc. this defendant had not been advised nor had any means of knowing that this [fol. 95] proceeding would be instituted by the plaintiffs herein.

VIII

That this intervening defendant, because of said failure of said plaintiffs to proceed promptly in securing a review by this Court of said action of the Interstate Commerce Commission, believed that no such proceeding would be commenced, and, relying thereon, on September 22d, 1942, did enter into a contract with the defendant, Cornelius W. Styer, to purchase the rights, privileges and franchises granted by Order of October 24th, 1941, included in said contract; that said intervening defendant has very materially changed its position, in that it has coordinated the operation of the lines of said Styer with its own operation and has expended considerable sums in the development and coordination of said business of Styer with this intervening defendant, and by entering into commitments with Cornelius W. Styer for the payment of substantial sums of money and the purchase of substantial equipment, as shown by the exhibits, all of which are matters affecting general business situation and did materially affect this intervening defendant; and that an extended review and

delay in determining the rights of the defendant will cause an irreparable loss to this defendant.

IX

That by their laches plaintiffs have waived any rights they may have had to have a review of the action of the Interstate Commerce Commission after said Commission, with due notice to all parties and a hearing thereon, has granted the certificate of public convenience and necessity to Cornelius W. Styer, and said plaintiffs are now estopped from prosecuting this action as a matter of equity.

WHEREFORE, Defendant prays:

(1) That the action of the Interstate Commerce Commission in issuing its Order of October 24th, 1941, in the issuance of certificate of public convenience and necessity pursuant thereto, on July 11th, 1942, be in all things sustained.

(2) That the action herein be dismissed, and that the intervening defendant recover its costs.

Fred W. Putnam, Attorney for Intervening Defendant, 826 First National-Soo Line Bldg., Minneapolis, Minnesota.

(For exhibits to foregoing answer see side folios 61, 86, 90 and 91 ante)

[fol. 97] *Duly sworn to by Kenneth George Heimbach jurat omitted in printing.*

(File Endorsement Omitted)

[fol. 97a] IN THE UNITED STATES DISTRICT COURT

Civil Action No. 811.

CHICAGO, SAINT PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, a Wisconsin corporation; GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation; Charles M. Thomson, as Trustee of the Property of CHICAGO & NORTH WESTERN RAILWAY COMPANY; Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the Property of the CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILWAY COMPANY; and L. C. Sprague, Receiver of MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY,

Plaintiffs,

vs.

UNITED STATES OF AMERICA; INTERSTATE COMMERCE COMMISSION; and CORNELIUS W. STYER, doing business as NORTHERN TRANSPORTATION COMPANY,

Defendants,

and

GLENDENNING MOTORWAYS, INC.,

Intervening Defendant.

DECISION—June 12, 1943

Mr. Warren Newcome, Mr. Amos Mathews, and Mr. Richard Musenbrock, for plaintiffs.

Mr. Robert L. Pierce, Special Assistant to the Attorney General, for the United States.

Mr. Nelson Thomas, Attorney, Interstate Commerce Commission, for the Interstate Commerce Commission.

Mr. Perry R. Moore for defendant Cornelius W. Styer, doing business as Northern Transportation Company.

Mr. Fred W. Putnam for Glendenning Motorways, Inc., intervening defendant.

Before SANBORN, Circuit Judge, and JOYCE and SULLIVAN, District Judges.

[fol. 97b] SANBORN, Circuit Judge:

This action was brought by the plaintiffs, common carriers by railroad, to enjoin and set aside in part an order of the Interstate Commerce Commission dated October

24, 1941, granting a certificate of public convenience and necessity to Cornelius W. Styer as a motor carrier of property in interstate commerce over various routes. The action is authorized by Title 28, U. S. C. A., § 41 (28), § 44, § 47 and § 48. The plaintiffs are in a position to maintain the action as competitors of Styer and protestants before the Commission in the proceedings in which the order was entered. *Alton Railroad Co. v. United States*, 315 U. S. 15.

The plaintiffs assert that the portion of the Commission's order which they challenge and which conferred upon Styer the rights to receive and deliver freight at intermediate points in Minnesota on the routes designated by the Commission in its report as routes 1, 2 and 3, is without any evidentiary support and is in excess of the power of the Commission. The defendants and the intervener (which has acquired the business and operating rights of Styer) deny that the Commission's order is invalid in any respect, and assert that the plaintiffs' action is barred by laches.

The three routes referred to in this case extend from the Twin Cities (St. Paul and Minneapolis) in Minnesota to Huron and Mitchell in South Dakota, passing through many intermediate points in both states. The right to operate over routes 1 and 2 was granted by the Commission to Styer, in Docket No. MC-47644, under the "grandfather" clause of § 206 (a) of Part II of the Interstate Commerce Act [49 Stat. 543, 551; 54 Stat. 919, 923; 49 U. S. C. A. § 306 (a)], which provides:

[fol. 97c] " . . . if any such carrier or predecessor in interest was in bona fide operation as a common carrier by motor vehicle on June 1, 1935, over the route or routes or within the territory for which application is made and has so operated since that time . . . the Commission shall issue such certificate without requiring further proof that public convenience and necessity will be served by such operation"

The right to operate over route 3 was granted in Docket No. MC-47644 (Sub-No. 1) under the provisions of § 207 (a) of the same Act [49 U. S. C. A. § 307 (a)], which requires a showing that the proposed operation "is or will be required by the present or future public convenience and necessity." The "grandfather" proceeding and the "pub-

lic convenience and necessity" proceeding were decided by the Commission in a single report and order.

This case has been submitted to this statutory court of three judges upon a certified transcript of the evidence adduced before the Commission and upon evidence bearing upon the question of laches.

The first contention of the plaintiffs is that "the Commission erred in finding that Styer was entitled to 'grandfather' rights to pick up or deliver freight at any point on the 'grandfather' routes authorized in Minnesota except St. Paul and Minneapolis."

The Commission, in the "grandfather" proceeding, authorized Styer to serve, in both directions, all points located on routes 1 and 2, finding that he was in bona fide operation as a common carrier by motor vehicle over those routes, serving all intermediate points, on June 1, 1935, and thereafter. Unless this finding of the Commission is wholly without support in the evidence, it is conclusive upon this court. We cannot concern ourselves with the question of the correctness of the finding; but only with the question of the power of the Commission to make it. The power [fol. 97d] to decide a question includes jurisdiction to decide it either correctly or incorrectly. *Pittsburgh Plate Glass Co. v. National Labor Relations Board*, 8 Cir., 113 F. 2d 698, 701. The plaintiffs contend that the finding is wholly without evidentiary support. They call attention to the following statement made by Styer's counsel at the "grandfather" hearing:

"Applicant does not seek any rights, grandfather rights, to transport goods moving in interstate commerce from any Minnesota point to any Minnesota point upon the routes described, but he does seek to transport from points in South Dakota on these routes to all points in Minnesota irregularly."

The plaintiffs also refer to the following testimony of Styer relative to his operations and the "grandfather" rights which he sought:

"I claim to have a regular operation and an irregular operation in Minnesota. The regular operation is over the routes shown on Exhibit 1. The irregular territory or routes are not indicated on this exhibit. I claim to have regular and irregular operations

of general commodities. The regular operation as indicated by the routes shown on this map are the routes over which our trucks go daily and that service is given. Those trucks go through those towns over those routes whether or not they have shipments for every town on every particular day. The irregular operation, for example, would be a shipment for Albert Lea where we would not go unless we had a shipment. In that nature it is irregular. The regular route operations are more or less on a fixed time schedule. That is the bulk of my operations. The irregular operation is only supplemental to our principal operation. It is principally for back haul out of South Dakota. The movement is unbalanced between the west bound and east bound freight and consequently the occasion arises for handling freight other than that destined to points on the regular routes, to attempt to balance the amount of freight moving, so that the trucks can more nearly move loaded in both directions. When I mention Albert Lea I don't know whether or not we have served that point. I mentioned that as an example.

"What we are asking for is a territory to which we offered service prior to June 1 and to which we have offered service up to the present date, over irregular routes on loads when available because there [fol. 97e] is no direct service to that point and there is a demand for service. We wanted it as a territory, to be operated in conjunction with our regular route operation. In other words our irregular operation is intended to take care of the movement mainly from South Dakota back into Minnesota. We are not asking for the right to transport commodities in interstate commerce from Minneapolis to Albert Lea. We are specifically restricting so as to not apply in interstate commerce between points in Minnesota. In short our operations from the Twin Cities to the South Dakota territory is chiefly our regular route operations.

"Originally we asked for territory in the entire State of Minnesota. We have now restricted that to a small territory in the southern and southwestern part of Minnesota."

It appears that the "grandfather" rights claimed by Styer in his testimony before the Commission were: (1) to transport freight from the Twin Cities to South Dakota points over regular routes, but not to Minnesota intermediate points or between such points; and (2) to transport freight from South Dakota points to all points in "a small territory in the southern and southwestern part of Minnesota" over irregular routes.

The evidence before the Commission showed that on June 1, 1935, Styer's transportation business was in its infancy; that he then had four transportation units; that his regular route operation was from the Twin Cities to South Dakota points; that he had actually rendered no service to or between intermediate Minnesota points on his routes; that his eastbound operation was to off-route points in Minnesota, but that he had served intermediate points in South Dakota on his regular routes. Styer testified, however:

"On and prior to June 1, 1935, I solicited business for intermediate points on the regular routes I operated over. I contacted personally quite a few shippers. . . . It was my purpose from the beginning to solicit and render service to the intermediate points."

While it seems probable that in this testimony Styer was [fol. 97f] referring to service from the Twin Cities to South Dakota intermediate points, since on and prior to June 1, 1935, his tariffs apparently covered no other intermediate points on his routes, we think the Commission was free to place its own interpretation upon his testimony as to the extent of service tendered.

The Commission in its report made the following statement:

"Prior to June 1, 1935 applicant served the intermediate points on routes 1, 2, 4, and 5 of Brookings, Iroquois, Forestburg, and Madison. Applicant does not claim the right to transport interstate shipments from the Twin Cities to points on his routes in Minnesota, but claims that such points were served eastbound from South Dakota. Although the proof of service at intermediate points on the above routes is not impressive, when considered in connection with

the fact that operations by applicant were instituted only 2 months prior to the statutory date and the testimony of applicant that he did not limit his service to terminal points but held out service at all intermediate points and actually solicited such business, we are convinced that he should be authorized to serve all intermediate points on routes 1, 2, 4, and 5, and that a restriction to serve certain intermediate points in one direction only would make the authority granted unnecessarily complicated and it will not be imposed."

This shows the basis for the Commission's including in the "grandfather" rights accorded to Styer authority to serve intermediate Minnesota points on routes 1 and 2.

The broad question which the Commission was required to determine in the "grandfather" proceeding was: What grant should be made to Styer under the "grandfather" clause of § 206 (a), in order to assure him a substantial parity between his future operations and his prior bona fide operations? See *United States v. Carolina Freight Carriers Corp.*, 315 U. S. 475, 481. The Commission was not compelled to limit Styer to the exact pattern of his operations prior to June 1, 1935, and, in determining the scope of his "grandfather" rights, it could take into consideration the service which he was offering, as well as that which had actually been performed by him, prior to that date. *United States v. Carolina Freight Carriers Corp.*, supra, pages 483-484. It is true that an applicant has the burden of establishing his right to the statutory grant contained in the "grandfather" clause (*Alton Railroad Co. v. United States*, 315 U. S. 15, 25), and that, since that clause "confers a special privilege, the proviso defining exemptions is to be held to extend only to carriers plainly within its terms. *McDonald v. Thompson*, 305 U. S. 263, 266." *Gregg Cartage & Storage Co. v. United States*, 316 U. S. 74, 83.

The "grandfather" clause of § 206 (a) contemplated that a common carrier by motor vehicle should retain the place in the national transportation system which he occupied on June 1, 1935, and that the rights granted him to continue operations without proof of public convenience and necessity should equal, but not exceed, the actual service being rendered by him on that date. As was said by Mr.

Justice Jackson in his dissenting opinion in *United States v. Carolina Freight Carriers Corp.*, 315 U. S. 475, 493:

"In trying to limit the injury caused by transition from a purely private interprise to a regulated public service industry, the general plan was to preserve to private owners the transportation values evidenced by actual conditions of operation on June 1, 1935, and to exempt them from meeting the requirements of 'public convenience and necessity' as to such operation. Those who obtained such 'grandfather' rights are not, however, limited to them. They may expand their territory or extend their service by proving that public convenience and necessity will be served thereby."

See, also, *McDonald v. Thompson*, 305 U. S. 263, 266; *Noble v. United States*, U. S. , opinion filed May 3, 1943; *Noble v. United States*, 45 F. Supp. 793, 800; *Crescent Ex-[fol. 97h] press Lines, Inc. v. United States*, 49 F. Supp. 92, 94-95. It must be true, however, that the Commission, in determining the nature and extent of the "grandfather" rights of a carrier in a particular case, is not required to do so with mathematical precision, and that, within reasonable bounds, its estimate of the character and scope of the carrier's bona fide operation on and prior to June 1, 1935, must be accepted by the courts, which cannot substitute their judgment for that of the Commission.

The Commission has, in effect, ruled in similar proceedings that proof of actual operations as a common carrier to and from termini and some intermediate points on a regular route, coupled with evidence of a holding out of service and of a willingness and ability to serve all points on the route whenever shipments are offered, will justify a finding of bona fide operation to and between all points on the route. See *Nevitt Common Carrier Application*, 4 M. C. C. 298, 299-300; *Consolidated Freight Lines, Inc., Common Carrier Application*, 11 M. C. C. 131, 136; *Knaus Common Carrier Application*, 20 M. C. C. 669, 671; *Los Angeles-Seattle Motor Express, Inc., Common Carrier Application*, 24 M. C. C. 141, 145; *Tarbet Common Carrier Application*, 31 M. C. C. 63, 66-67. In the instant case, it is apparent that the Commission regarded the proof of actual service between termini and to interme-

diate points in South Dakota, together with the evidence which tended to prove that Styer was offering and was able to serve intermediate points, whether in Minnesota or South Dakota, on the "grandfather" routes, as sufficient to justify the grant which it made to Styer. Proper deference must be paid to the Commission's interpretation [fol. 97i] of the law which it enforces, *Gregg Cartage & Storage Co. v. United States*, 316 U. S. 74, 88, and, if there is any warrant in the record for the judgment of the Commission, it must stand. *Rochester Telephone Corp. v. United States*, 307 U. S. 125, 145-146. We think that the Commission's determination that Styer was entitled to the rights granted because of his bona fide operations as a common carrier on and prior to June 1, 1935, did not amount to an abuse of power.

We do not agree with the contention of the defendants that § 208 (a) of the Act [49 U. S. C. A. § 308 (a)], which authorizes the Commission, in issuing a certificate of public convenience and necessity, to attach "at the time of issuance . . . to the exercise of the privileges granted by the certificate such reasonable terms, conditions, and limitations as the public convenience and necessity may from time to time require," confers power upon the Commission to expand the special privilege granted by the "grandfather" clause of § 206 (a) to those who were in actual operation as motor carriers on June 1, 1935. If, in the public interest, it is desirable that the rights to which such operators were entitled by virtue of § 206 (a) be expanded, the power granted to the Commission by § 207 (a) should be invoked to accomplish that result.

The Commission, in the "public convenience and necessity" proceeding, authorized Styer to serve all intermediate points on route 3, although he had, by amendment, withdrawn from his original application his request for authority to render "all service in interstate commerce between points in Minnesota." Sec. 207 (a) provides for the issuance of a certificate authorizing operations "covered by the application, if it is found that the applicant [fol. 97j] is fit, willing, and able properly to perform the service proposed . . . and that the proposed service . . . is or will be required by the present or future public convenience and necessity; otherwise such application shall be denied."

The plaintiffs argue that Styer's amendment to his application was equivalent to an assertion that he was unwilling to serve intermediate points in Minnesota on route 3, and that it deprived the Commission of authority to grant him the right to serve such points. We think that this argument is too narrow and legalistic. The primary concern of the Commission with respect to operations over route 3 was the public interest and the furtherance of the transportation policy declared in the Act. We have no doubt that under § 207 (a) and § 208 (a), the Commission could condition its grant of operating rights over route 3 to meet its conception of what public convenience and necessity required of Styer. That Styer was not unwilling to accept the full grant of authority made by the Commission has since been demonstrated by his actual acceptance and use of it. In urging that Styer received greater operating rights than he asked for or was willing to accept, it seems to us that the plaintiffs are urging a grievance which is not theirs.

We find it unnecessary to consider the question of laches.

Our conclusion is that the plaintiffs are not entitled to the relief prayed for, and that their complaint must be dismissed. Findings of fact and conclusions of law, and a decree, in conformity with this opinion, are filed herewith.

[fol. 98] IN THE UNITED STATES DISTRICT COURT

Civil Action No. 811

CHICAGO, SAINT PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, a Wisconsin Corporation; Great Northern Railway Company, a Minnesota Corporation; Charles M. Thomson, as Trustee of the Property of Chicago & Northwestern Railway Company; Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustee of the Property of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and L. C. Sprague, Receiver of Minneapolis & St. Louis Railroad Company, Plaintiffs,

vs.

UNITED STATES OF AMERICA; INTERSTATE COMMERCE COMMISSION; and Cornelius W. Styer, Doing Business as Northern Transportation Company, Defendants;

and

GLENDENNING MOTORWAYS, INC., Intervening Defendant

Findings of Fact and Conclusions of Law.—Filed June 12, 1943

This cause was heard at Minneapolis, Minnesota, on February 23, 1943, by a statutory court consisting of John B. Sanborn, United States Circuit Judge, Matthew M. Joyce, United States District Judge, and George F. Sullivan, United States District Judge, upon the application of the plaintiffs to enjoin and to set aside so much of the order entered by the Interstate Commerce Commission on October 24, 1941, under § 206(a) and § 207(a) of Part II of the Interstate Commerce Act, as authorized the defendant Cornelius W. Styer to operate as a common carrier of commodities by motor vehicle to and from intermediate points [fol. 99] in Minnesota upon interstate routes designated by the Commission in its report and order as routes 1, 2 and 3. The cause was submitted to the court upon a certified transcript of the evidence and proceedings before the Commission, upon evidence relating to the issue of laches raised by the defendants, and upon oral argument and briefs. From the admissions of the parties and the evidence adduced, the

court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. The order of the Interstate Commerce Commission referred to in the complaint herein was made and entered on October 24, 1941, in Docket No. MC-47644 and in Docket No. MC-47644 (Sub-No. 1), and grants to Cornelius W. Styer, as a common carrier of commodities by motor vehicle, upon applications filed by him, a certificate of convenience and necessity authorizing him to operate over interstate routes 1, 2 and 3 designated in the report and order of the Commission, and to serve all intermediate points in Minnesota and South Dakota upon those routes.

2. So much of the order as granted to Styer the right to operate over routes 1 and 2 was based upon the "grandfather" clause of § 206(a) of Part II of the Interstate Commerce Act (§ 306(a) of Title 49 U. S. C. A.).

3. So much of the order as granted Styer the right to operate over route 3 was based upon § 207(a) of said Act (§ 307(a) of Title 49 U. S. C. A.).

4. There was no evidence adduced before the Commission that prior to June 1, 1935, Styer had transported any commodities to or from intermediate points in Minnesota on routes 1 and 2. The evidence was that prior to that date [fol. 100] Styer had transported commodities from the Twin Cities (St. Paul and Minneapolis) in Minnesota to Huron and Mitchell in South Dakota over routes 1 and 2, had served intermediate points in South Dakota thereon, and had transported commodities from South Dakota points to points in Minnesota which were not on routes 1 and 2.

5. There was evidence before the Commission sufficient to justify the inference that prior to June 1, 1935, Styer was able to serve intermediate points in Minnesota on routes 1 and 2, and had held out service to such points.

6. The Commission found, in Docket No. MC-47644, that "on and continuously since June 1, 1935, applicant [Styer] was and has been in bona fide operation, in interstate or foreign commerce, as a common carrier by motor vehicle of general commodities . . . between the points and over routes 1 to 5, inclusive, described in the appendix hereto

[the appendix to the Commission's report], serving all intermediate points except those on route 3"

7. This finding of the Commission was not unsupported by evidence.

8. The Commission found, in Docket No. MC-47644 (Sub-No. 1) that "the present and future public convenience and necessity require operation by applicant [Styer], in interstate or foreign commerce, as a common carrier by motor vehicle, of general commodities, . . . serving . . . all intermediate points on route 3"

9. This finding of the Commission was not unsupported by evidence.

[fol. 101]

CONCLUSIONS OF LAW

1. This court has jurisdiction of the parties to this cause and of the subject matter thereof.

2. The findings of the Commission upon which that part of the order of October 24, 1941, which the plaintiffs seek to have enjoined and set aside, is based, are binding upon this court.

3. The plaintiffs are not entitled to the relief prayed for.

4. It is unnecessary to rule upon the question of laches.

5. The defendants are entitled to a dismissal of the complaint.

Dated June 12, 1943.

John B. Sanborn, United States Circuit Judge;
Matthew M. Joyce, United States District Judge.
George F. Sullivan, United States District Judge.

[File endorsement omitted.]

[fol. 102] IN THE UNITED STATES DISTRICT COURT

Civil Action No. 811

CHICAGO, SAINT PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, a Wisconsin Corporation; Great Northern Railway Company, a Minnesota Corporation; Charles M. Thomson, as Trustee of the Property of Chicago & Northwestern Railway Company; Henry A. Scandrett, Walter J. Cummings and George I. Haight, as Trustees of the Property of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and L. C. Sprague, Receiver of Minneapolis & St. Louis Railroad Company, Plaintiffs,

vs.

UNITED STATES OF AMERICA; INTERSTATE COMMERCE COMMISSION; and Cornelius W. Styer, Doing Business as Northern Transportation Company, Defendants;

and

GLENDENNING MOTORWAYS, INC., Intervening Defendant

JUDGMENT AND DECREE—June 12, 1943

In conformity with the Findings of Fact and Conclusions of Law and the Decision of this court made and filed in this case, it is

Ordered, Adjudged and Decreed that the complaint herein be, and the same is, hereby dismissed.

Dated June 12, 1943.

John B. Sanborn, United States Circuit Judge;
Matthew M. Joyce, United States District Judge;
George F. Sullivan, United States District Judge.

[File endorsement omitted.]

[fol. 103] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

Statement of Evidence

Proceedings had and evidence taken in the above entitled case before the Honorable John B. Sanborn, Judge, United States Circuit Court of Appeals, the Honorable Matthew M. Joyce, and the Honorable George F. Sullivan, Judges,

United States District Court, District of Minnesota, at Minneapolis, Minnesota, on February 23, 1943.

APPEARANCES: MESSRS. Warren Newcome, Amos Mathews and Richard Musenbrock, appearing on behalf of plaintiffs;

Messrs. John Graff, Assistant United States Attorney, District of Minnesota; Robert L. Pierce, Special Assistant to the Attorney General of the United States, appearing for the United States of America, and Nelson Thomas, appearing for the Interstate Commerce Commission;

Perry R. Moore, appearing for the defendant Cornelius W. Styer, and Fred W. Putnam, appearing for the intervening defendant, Glendenning Motorways, Inc.

COLLOQUY

Mr. Newcome: " . . . I would like to have marked [fol. 104] and offer in evidence the transcript of the evidence before the two Joint Boards who originally heard the applications involved in this proceeding, together with the exhibits which were received in evidence, certified to by the Secretary of the Interstate Commerce Commission."

(The transcript and exhibits referred to were marked for identification as plaintiffs' Exhibit Number 1.)

Mr. Newcome: "Plaintiffs' Exhibit 1 is offered in evidence."

Mr. Thomas: " . . . the Commission makes no objection to any of these documents in view of their proper certification, except that we do object upon the grounds of irrelevancy and immateriality. I think there are two proposed reports, or recommended reports, of Joint Boards. The Commission objects to those papers as having no probative force or effect. If they are introduced merely to show the procedure and without any request that the court give them any legal weight, why we don't object to them. But we do object as to their being taken as having any legal force or effect."

Mr. Newcome: "I might point out that the two proposed reports to which counsel has referred are not a part of the record and are not included in Exhibit 1, but copies of those proposed reports are attached to the complaint in this action and admitted as being correct by the Government, as I understand it, in their answer."

Judge Sanborn: "Well, we will receive plaintiffs' Exhibit 1 for what it may be worth, subject to the objection that it is irrelevant."

Mr. Thomas: "And I would like for the record to show that the answers by the Government and the Commission, while admitting the issuance of these recommended reports by the respective Joint Boards, asserted then and there, that they were not of probative legal force or effect."

Mr. Moore: "Counsel, is this offered with the thought that the objections and exceptions taken on the part of both sides shall be preserved in this court?"

[fol. 105] Mr. Newcome: "It is offered Mr. Moore, as the record before the Commission and upon which the Commission's report and order are based, and necessarily is the foundation for whatever order was issued." (Tr. pp. 2, 3, 4.)

Witness CORNELIUS WILLIAM STYER, residence Minneapolis, Minnesota:

Direct examination:

Q. May I say to you, Mr. Styer, that we are going to be concerned in this testimony solely with the defense that we call laches as alleged in our Answer, and that we cannot get over into the field of past operations or matters that have been before the Commission.

I recall the issuance of the order of Division 5 on October 24, 1941. That was the first determination by the Division that I had had of the numerous issues that had been involved in previous litigation.

Prior to that time and prior to August 25, 1941, my line had had no access into Sioux City, Iowa. That is, the South Dakota points on my line which I served had no access into Sioux City. (Tr. pp. 5, 6.)

In order to get into Sioux City I bought a line from Mr. Isaac of Parkston, South Dakota, which ran from Parkston into Sioux City via Yankton and Vermillion, South Dakota. Mitchell is twenty miles directly north of Parkston on South Dakota Highway 37. At that time I was operating between Mitchell over South Dakota Highway 37 to Parkston. I had made a grandfather application for the right to operate over that highway. I paid Isaac \$1,100.00 for that route. In the Division 5 order of October 24, 1941, we were denied

the right to serve the route between Mitchell and Yankton over South Dakota Highways 37 and 50. The former highway goes through Parkston. That left a hiatus in my routes between Mitchell and Parkston and we had no service. Insofar as was concerned the Sioux City business it didn't leave us a common point to connect our South Dakota points with our Sioux City setup. Had this situation continued I could not have gone into Sioux City from any point except those points on the Parkston line that I had bought. (Tr. pp. 6, 7, 8)

I had negotiations with a man named Hammond for the right to operate from Sioux City to points in South Dakota by connection with certain existing routes. He had the right to operate between Sioux City and Yankton. Purchase [fol. 106] of Hammond's rights would again give me a common point on the Sioux City line connecting the points granted in the grandfather order so that we could again serve all the Northern Transportation territory from Sioux City. I arranged to purchase the rights from him. I cannot recall the exact date. Application to the Commissioner for approval of the purchase was made on the twenty-third of January or February, 1942. Hammond and I submitted our application to the Commission for approval of the purchase. I paid him as the purchase price \$500.00. Right around that time or between then and the first of April I was instructed by the local Interstate Commerce Commission office with reference to the continuation of those movements. I nevertheless continued to serve into Sioux City throughout the period and while the Hammond application was pending. The Commission granted the application for approval of purchase of the Hammond rights, effective on April 6th or probably March 31st, I am not sure. I went into operation with Commission approval between Sioux City and Yankton on or about March 31st. After the approval of the Hammond purchase and denial of the petition by the railroads for reconsideration by the full Commission I made certain moves toward the further development of the Sioux City traffic. (Tr. pp. 8, 9, 10.)

It was in the latter part of March or the first part of April that we made arrangements to establish a terminal in Sioux City. We moved one man from Brookings down there as a solicitor to contact the Sioux City shippers and a foreman. We sent a rate and tariff man out there to es-

establish the office at Sioux City. We made arrangements with the local dray line for a terminal and office setup and established a phone directory advertising in the name of Northern Transportation Company, and sent our South Dakota foreman to Sioux City to further aid in the establishment of that terminal. We rented space in the terminal for which we paid \$20.00 per month. We sent three men to Sioux City to develop the business, besides the drivers that were operating in and out of Sioux City. Gene McNally was local foreman and solicitor and received \$38.50 per week; Hoffman got \$45.00 a week and expenses. The [fol. 107] man in the office got \$25.00 per week and expenses. I invested approximately between two and three thousand dollars after April 6, 1942, in developing the Sioux City terminal. Also I made an effort to develop Minnesota points at that time. We gave new listings to the various routing guides and to our own routing guide here and got out cards showing the additional towns, showing a correction of the towns that were on our order as compared to the ones that we had shown prior to the time the order came out. (Tr. pp. 10, 11, 12)

On May 25, 1942, I borrowed \$6,000.00 from my brother to carry on the additional expansion that I was doing because of the rights that were conferred in the order. At that time I had advices that proceedings before the Commission with respect to my certificate and rights were terminated. I even consulted with the local I. C. C. office and they told me that was definitely final, and also from my legal advisor. I had not been advised by these railroads or anyone else that any action in court to review that order was contemplated and had no information that this case was going to be started. If I had had that information I would not have borrowed this money from my brother. The security I gave him for the loan was on the operating rights that were outlined in the certificate that I had received from the Commission and I told him that that was definite and final in my request for the money. (Tr. pp. 12, 13)

During May or June I had a conversation with Mr. Glendenning respecting the possibilities of the sale of my rights. On July 11, 1942, the date of the certificate, I got the certificate. After the receipt of the certificate I had a further conversation with Mr. Glendenning. As I recall

it I got a telephone call from him and he wanted a further conference on the purchase of the Northern lines and so we met at the Universal Cafe on University Avenue. He wanted to know the status of the rights and I told him I had just recently received my final certificate and that the rights were all in certificate form. I had a further conversation with him respecting the terms of a possible sale and we were meeting almost continuously from then on. The first conversation was sometime after [fol. 108] July 11th. As I recall it I would say it was around the latter part of July. There was a period when I was out of the city and I was in and out quite a bit. Upon my return I had further conferences and negotiations with Mr. Glendenning respecting the sale. We discussed the terms and different angles of the sale almost continuously from then on. The negotiations continued up until the latter part of September. (Tr. pp. 13, 14)

Exhibit A is an agreement entitled "Agreement of Lease", executed by myself and William Gordon Glendenning, President of the Glendenning Motorways, Incorporated. That is my signature and the agreement of lease is effective now.

Mr. Moore: "We offer defendants' Exhibit A."

Mr. Newcome: "Objected to as irrelevant, immaterial, self-serving and not binding on the plaintiffs."

Judge Sanborn: "It will be received subject to the objection." (Tr. pp. 14, 15)

Exhibit B is another paper entitled "Agreement", dated October 5, 1942. It is an agreement, conditional agreement or supplementary agreement that was made after the main agreement or lease was made and is a supplement thereto.

The sale price of my properties and equipment to Glendenning was roughly \$66,485.00.

(Exhibit B received in evidence subject to the objection on the part of plaintiffs that it was irrelevant, immaterial, self-serving and not binding on the plaintiffs.)

This sale was a favorable sale. I was operating under a limited capital, and was unable to get the amount of finances I needed to take care of the increased business of the company and this was an opportunity to get a fair price for the equipment and \$15,000.00 in addition for the rights, which, if I hadn't been any more successful in get-

ting ample finances than I had been in the past, might be lost in whole or in part, and I might have suffered a loss of that money because of that. When I speak of suffering a loss of rights in whole or in part I mean the amount for which I got \$15,000.00. That actually did happen, immediately prior to the time the deal was completed, [fol. 109] from the ones holding the equipment contract, they attempted to replevy the equipment, which wouldn't leave me equipment to operate the lines with, and it was impossible to secure other equipment at that time. I feared that I would have had a non-operation or an abandonment of rights. To the extent of the \$15,000.00 the sale preserved to me the value of these rights. (Tr. pp. 16, 17, 18)

Mr. Moore: " * * * The following facts are stipulated to be true:

"1. That subsequent to September 22, 1942, the intervenor, Glendenning Motorways, Inc., and defendant Styer filed their joint petition with the Interstate Commerce Commission, requesting temporary authority be granted to Glendenning Motorways, Inc. to operate the properties and privileges of defendant Styer for a period of 180 days from the date of the granting of such request.

"2. That subsequent to September 22, 1942, and concurrently with the filing of aforesaid petition, said intervenor, Glendenning Motorways, Inc. and defendant Styer filed their joint application to the Interstate Commerce Commission for its order approving the one year lease set forth in the 'Agreement of Lease', dated September 22, 1942.

"3. That the Interstate Commerce Commission, by its order, granted the aforesaid petition for temporary authority, effective October 13, 1942.

"4. That on October 23, 1942, intervenor Glendenning Motorways, Inc. exercised its option to purchase the properties and privileges of defendant Styer according to the terms and for the price set forth in the option of purchase contained in said 'Agreement of Lease' dated September 22nd.

"5. That thereafter and on October 23, 1942, said intervenor Glendenning Motorways, Inc. and defendant Styer amended their petition, previously filed, for approval of

the one year lease (September 22nd, 'Agreement of Lease'), so as to pray for the order of the Interstate Commerce Commission approving the purchase of said property and [fol. 110] privileges by said intervenor Glendenning Motorways, Inc.

"6. That hearing was held upon the aforesaid amended application for approval of the aforesaid purchase before an Examiner for the Interstate Commerce Commission on October 31, 1942.

"7. That on February 6, 1943, said Examiner issued his proposed report to said Commission, copy of which is attached."

Mr. Newcome: "The plaintiffs agree that those are facts and do not object to the foundation but object to it on the ground that it is immaterial and irrelevant."

(The document as read by Mr. Moore in the form of a stipulation was marked "Defendants' Exhibit C" for identification.)

Judge Sanborn: "The Court will reserve its ruling."
(Tr. pp. 18, 19, 20)

Shortly after October 13, 1942, or I believe on October 20th, Glendenning Motorways went into operation of my properties and privileges pursuant to approval of the lease and under temporary authority from the Interstate Commerce Commission. (Tr. p. 20)

Cross-examination.

By Mr. Newcome:

The Isaac purchase was sometime in the fall of 1941, August sometime, I forget the exact date. That was the purchase of a route from Parkston, South Dakota, and four other towns into Sioux City via South Dakota Highways 37 and 50. That was in the fall of 1941 and was prior to the time of the Commission's report and order. The Hammond purchase was made either in January or early in February, 1942. That was a route from Sioux City to Yankton through Nebraska. (Tr. pp. 20, 21)

WITNESS WILLIAM GORDON GLENDENNING:

By Mr. Putnam:

I am president of Glendenning Motorways, Incorporated. That company is operated as a motor carrier under permits of the Interstate Commerce Commission. The main part of the operation is Chicago and Milwaukee to the Twin Cities; [fol. 111] Twin Cities to Fargo; Twin Cities to Duluth; Chicago and Milwaukee to points in southern Minnesota such as Rochester and Mankato, etc. (Tr. pp. 21, 22)

I heard Mr. Styer's testimony that I had a conversation with him in the spring of 1942 with reference to his property. We talked off and on for quite some time. I believe we really got serious about the matter after he received his order. Before he received the order he told me his order was pending, a recommended order. I mean a certificate was pending, a recommended order. Prior to the issuance of the certificate we just talked about negotiations for the purchase but there wasn't anything very serious or any figures or anything like that gone into, because I figured until he received his certificate he had nothing to sell in the line of rights. After he received the certificate I had further talks with Mr. Styer in regard to the purchase. The first conversation with him after July 11th was in the Universal Cafe on University Avenue, which happens to be between our two offices. I had heard that he had received the certificate and he told me that he had. Even prior to that time, unbeknown to him, I sent Mr. Jack Kriha, who was working in my office at that time, over to the local office of the Interstate Commerce Commission in Minneapolis to make a copy of the certificate. (Tr. pp. 22, 23)

Mr. Kriha reported to me the result of his investigation. He copied the certificate in longhand but intervenor's Exhibit 1 is a copy of the certificate.

Intervenor's Exhibit 1 received in evidence.

Following my investigation negotiations were then carried on and resulted in the signing of defendants' Exhibit A, as Mr. Styer testified. In making this contract I relied very much on the certificate issued by the Commission as protection of my purchase. That is the reason I sent Mr. Kriha over to the Interstate Commerce Commission to get a copy of it so I would be sure he had a certificate. (Tr. 23, 24)

After I had received a copy of the certificate the four of [fol. 112] us made a trip out in South Dakota and went over all of the routes and looked the whole territory over in general, that is, I made a thorough investigation at the expense of the Glendenning Company, and that one trip cost about \$300.00. (Tr. pp. 24, 25)

We took over the operation of the Styer properties on October 20th, and have been operating those lines continuously ever since. When we took over the lines we found that the equipment was in very bad shape. The tires were in very bad shape and it was in very poor mechanical condition. We started immediately to remedy that situation, in fact, between October 20th and October 31st we spent \$2,873.00 on the equipment, that is for tires and repairs. In November we spent \$2,369.00 in maintenance, which was out of the ordinary; December, \$1,978.00; January and February \$1,911.00. Over that period of time we spent \$2,060.00 on brakes and on one particular tractor \$600.00. It made a total of \$8,918.68, or the total expenditure so far has been \$11,791.85. That covers ten straight trucks, ten tractors and nine trailers. That expenditure was necessary to bring the equipment up to reasonable operating condition and to prevent breakdowns, so as to give the public service. We figured we had to do it. It was to overcome the depreciation of the equipment beyond what was normally to be allowed in a good operation. (Tr. pp. 25-28, inc.)

I first heard that this proceeding had been instituted to attack the validity of the Styer certificate at about 9:00 o'clock A. M., October 31, 1942. I received notice through the mail and it consisted of a letter and a copy of a complaint in this action. I was not named as a party in the complaint. Our hearing before the Interstate Commerce Commission on our request to purchase the Styer properties was set for hearing that morning at ten o'clock. (Tr. pp. 28, 29.)

Cross-examination.

By Mr. Newcome:

At the present time we are operating under a temporary lease the Styer properties. The expenditures I have mentioned were made starting October 20th. That is when we

[fol. 113] had the permission from the Interstate Commerce Commission to take over and operate the line under a temporary operating permit. At the present time a proposed report has been filed by Examiner Higgins recommending that the purchase of the Styer properties by my company be approved. That is the present status of the matter. In connection with the operation we had prior to the lease of the Styer operation we have some final orders covering just a portion of them. We have a final report and order from the Commission on the route between Chicago and Milwaukee; between Eau Claire and Duluth and between the Twin Cities and Fargo. We have a recommended order from the Commission but as yet we have no certificate covering any of our operations south of the Twin Cities. The recommended order is from an examiner. The operations in connection with which we have an order from the Commission are mainly grandfather operations between Chicago and the Twin Cities. In connection with all of our operations except the three routes I have mentioned we have not received a final order from the Commission nor a certificate of public convenience and necessity. We have filed exceptions to the proposed report of the Examiner but the Commission has not passed on the exceptions. (Tr. pp. 29, 30, 31)

Re-direct examination.

By Mr. Putnam:

The expenditures on the Styer equipment made up to October 31st amounted to \$2,800.00. By reason of our hearing to purchase the line we figured that we could put the equipment in the best possible shape that we knew how so that we could give service and try to build up our service on the line. Prior to that time there had been a lot of breakdowns. We had in mind to develop the territory that we were servicing as a permanent operation. (Tr. p. 31)

I understood Mr. Newcome to refer to the exception that we took to the Examiner's report in our own grandfather case. We took no exceptions to the order in the Styer purchase proceeding, that is, we have taken no exceptions to the report of Examiner Higgins recommending approval of the purchase. (Tr. p. 32)

[fol. 114] Witness CORNELIUS WILLIAM STYER, re-called.

I was served with the complaint in this proceeding either on the Monday or Tuesday following October 31st, that would be the second or third. I first heard of the action brought by the railroads to review the order of the Commission at the hearing for the purchase on October 31, 1942. There was some discussion at the table among our own group and the railroad attorneys I believe. I did not see the complaint at that time. (Tr. pp. 33, 34)

Mr. Newcome: "In view of the testimony in connection with the question of laches, I would like to ask at this time for permission to offer in evidence a copy of the application and amendment to the application in the BMC-8 proceeding. I understand that Mr. Moore has no objection to the foundation with respect to having it submitted at the hearing here but does object to its materiality."

Mr. Moore: "Yes, we do object to its materiality but do not object on the ground of lack of foundation, and if counsel desires to serve us with a copy of that afterward, it will be satisfactory to us."

Judge Sanborn: "Very well, it will be received then, subject to the objection of its materiality."

Plaintiffs' Exhibit No. 2 received in evidence.

Mr. Newcome: "For the purpose of the record, the Court received in evidence, subject to objection, defendants' Exhibits A, B and C. I would like to move at this time to strike those exhibits from the record on the ground of immateriality, they are self-serving, and not binding on the plaintiffs in this action."

Judge Sanborn: "The Court will reserve its ruling on the motion." (Tr. pp. 34, 35)

ORDER OF INTERSTATE COMMERCE COMMISSION APPROVING SALE BY STYER TO GLENDENNING MOTORWAYS, INC.

On March 13, 1943, the Interstate Commerce Commission, Division 4, entered its order approving the sale of Styer's properties and rights to Glendenning Motorways, Inc. Such order was made a part of the record by stipulation of the parties and approval of the District Court.

{fol. 115] This report will not be printed in the permanent series of Motor Carrier reports of the Commission.

INTERSTATE COMMERCE COMMISSION

No. MC-F-1981

GLENDENNING MOTORWAYS, INC.

—PURCHASE—

CORNELIUS WILLIAM STYER

*Submitted February 26, 1943.**Decided March 13, 1943*

Purchase by GLENDENNING MOTORWAYS, INC., of operating rights and property of CORNELIUS WILLIAM STYER, doing business as NORTHERN TRANSPORTATION COMPANY, approved and authorized, subject to condition.

Perry R. Moore for vendee.

Cornelius William Styer for vendor.

Alfred O. Bjorklund, A. C. Erdall, Bruce Moffett, Warren Newcome, B. H. Overton, W. H. Rohweder, G. M. Springer, and William Wilson for protestants.

REPORT OF THE COMMISSION

Division 4, Commissioners Porter, Mahaffie, and Miller
By Division 4:

No exceptions were filed to the examiner's proposed report.

Glendenning Motorways, Inc., of St. Paul, Minn., and Cornelius William Styer, doing business as Northern Transportation Company, also of St. Paul, by joint application filed October 1, 1942, as amended October 24, 1942, seek authority under section 5, Interstate Commerce Act, for purchase by the former of operating rights and property of the latter for a consideration in aggregate principal amount of \$66,485.57. Hearing has been held, at which seven rail carriers and five motor carriers¹ opposed the

¹ Great Northern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Chicago and North Western Railway Company, The Chicago, Rock Island and Pacific Railway Company, Chicago, Saint Paul, Minneapolis and Omaha Railway Company, The Minneapolis

application, one motor carrier, Wilson Storage and Transfer Company, introducing evidence.

Pursuant to authority granted under section 210a(b), vendee leased vendor's operating rights and property for a period expiring April 10, 1943, at a total rental of \$1,397.63 per month, which is to be applied on the purchase price.

Vendee, incorporated in Minnesota, was organized to take over and operate the individual motor-carrier business formerly conducted by William G. Glendenning. The latter is president and, with his wife, owns 99 percent of its outstanding capital stock. It operates pursuant to [fol. 116] pending "grandfather" application in No. MC-43475,² as a motor-vehicle common carrier of general commodities, in interstate or foreign commerce over an extensive net work of regular routes in Illinois, Iowa, Minnesota, North Dakota, and Wisconsin, in territory generally bounded by Duluth, Minn., and Ashland, Wis., on the north, Wisconsin Rapids, Milwaukee, and Kenosha, Wis., on the east, Chicago, Ill., Clinton, and Cedar Rapids, Iowa, on the south, and Fargo, N. Dak., Mankato and Albert Lea, Minn., on the west. It also conducts irregular-route non-radial operations within southern Minnesota, western Wisconsin, and northeastern Iowa transporting principally dairy products. On June 1, 1942, in No. MC-43475 (Sub-No. 2), a certificate was issued to it authorizing similar regular-route operations between Milwaukee and Chicago, Duluth and Eau Claire, Wis., and between Waukegan, Ill., and junction with certain highways over which it operates under the "grandfather" clause: On August 20, 1942, in No. MC-43475 (Sub-No. 3), a certificate was issued to it authorizing service between Minneapolis, Minn., on the one hand, and 16 nearby Minnesota points, on the other, and on May 18, 1942, in No. MC-43475 (Sub-No. 5), a certificate

& St. Louis Railroad Company, and St. Louis-San Francisco Railway Company, rail carriers; and Gateway City Transfer Company, Inc., Rohweder Truck Lines, Inc., Wilson Storage and Transfer Company, Tri-State Transportation Company, and Hi-Speed Motor Express, motor carriers.

² On July 25, 1940, in No. MC-FC-13109, arrangements were made to substitute vendee in lieu of Glendenning as applicant in No. MC-43475.

was issued to it authorizing service between Minneapolis and a nearby ordnance plant. It has been granted additional authority under section 210a (a) ³ to operate until December 31, 1944, to and from certain points in Minnesota and Wisconsin. It has a pending application under section 207, in No. MC-43475 (Sub-No. 1), for authority to extend its operations in Wisconsin. It owns and operates substantially more than 20 motor vehicles.

Vendor has been authorized ⁴ to conduct general-commodity regular-route operations, principally between St. Paul, Minn., and Mitchell, S. Dak., via Minneapolis, Glencoe, Gaylord, New Ulm (also via Marshall), Minn., and Brookings, Arlington, and Huron, S. Dak.; between St. Paul and Mitchell, via Mankato and Fairmont, Minn., and Sioux Falls, S. Dak.; between Arlington and Yankton, S. Dak.; between Brookings and Vermillion, via Sioux Falls and Beresford, S. Dak., serving all intermediate points except Beresford and the off-route point of South St. Paul, Minn.; between Huron and Fort Thompson, via Woonsocket, S. Dak.; between Mitchell and Lane, S. Dak.; between Yankton and Sioux City, Iowa; between Sioux City and Parkston, via Yankton, S. Dak., serving specified intermediate and off-route points; and to operate over irregular routes, transporting livestock from farms within 15 miles of Parkston, to Sioux City, and general commodities between Minneapolis, on the one hand, and 16 points in Minnesota, including St. Paul, in connection with his regular-route operations. Vendor also has been issued authority under section 210a (a) ⁵ to operate until December 31, 1944, in

³ In Nos. MC-43475 (Sub-Nos. 6TA, 7TA, 8TA, 9TA, and 10TA), by orders entered July 21, and September 12 and 14, 1942.

⁴ Certificates covering these operations were issued July 11, 1942, in No. MC-47644 (embracing No. MC-47644 (Sub-No. 1)), August 15, 1942, in No. MC-47644 (Sub-No. 2), and June 9, 1942, in No. MC-47644 (Sub-No. 3) (embracing Sub-Nos. 4, 5, 6, and 9).

⁵ Temporary authority orders were entered July 21, 1942, in No. MC-47644 (Sub-No. 11TA), August 17, 1942, in No. MC-47644 (Sub-No. 14TA), October 23, 1942, in No. MC-47644 (Sub-No. 15TA), December 3, 1942, in No. MC-47644 (Sub-No. 17TA), and September 29, 1942, in No. MC-47644 (Sub-No. 18TA).

transporting general commodities over short segments connecting his other routes between Vermillion and Yankton, S. Dak., and between certain points in Minnesota. Vendor's routes aggregate approximately 1,250 miles. His operations west of Mankato are complementary to those of vendee and these carriers have been interchanging traffic at that point and at St. Paul.

[fol. 117] In accordance with appropriate notice of intention to exercise the option to purchase the considered properties, granted in a lease agreement dated September 22, 1942, under which vendee is now conducting temporary operations, vendee would purchase the above-described operating rights, Nebraska and South Dakota intrastate rights (Nebraska No. N 6694 and South Dakota Nos. 74, 688, and 36) and 10 tractors, 9 trailers, 4 refrigerator units, 9 trucks, 2 passenger cars, and miscellaneous equipment, for \$66,485.57, less such aggregate amount as may have been paid as rental under the temporary authority. The parties value the motor-carrier equipment, which had a net book value of \$41,895 as of August 31, 1942, at \$51,486.

The total purchase price to be paid includes assumption by vendee of promissory notes secured by a first mortgage on the equipment in favor of Industrial Credit Company, dated October 20, 1942, in principal amount of \$22,000, payable in 24 monthly installments of \$990, including 4 percent interest, with the last payment due October 20, 1944; a second mortgage on said equipment in favor of Charles F. Murphy and Murphy Insurance Agency, Inc., dated October 20, 1942, in principal amount of \$21,440.55, payable \$407 each month, including interest at 8 percent, for a period of 12 months or until October 20, 1943, when the balance* (\$16,556) would become due and payable; and a note for \$6,000 given by vendor to his brother and secured by an assignment of the operating rights, payable \$200 per month beginning December 1, 1943. The difference of approximately \$8,660, between the total purchase price and the obligations assumed, less the lease rental on the basis of six months, would be paid to vendor at the rate of \$500 per

* The holder of this mortgage has indicated a willingness to refinance the debt on the same terms when the final payment becomes due and payable, provided the equipment is well maintained.

month, with 3 percent interest. However, vendee has the option of paying in full the \$6,000 note or curtailing it at the present rate of \$200 per month, in which latter event, the payments to vendor would be reduced to \$300 per month. Upon release of the operating rights by vendor's brother, vendee would assign the rights to vendor as security for the unpaid balance of the purchase price, with the understanding that when the balance due him is reduced to \$10,000 or less, vendee may, at its option, cancel the assignment and substitute motor-carrier equipment appraised at 125 percent of the balance due or other collateral acceptable to vendor.

Vendee's balance sheet as of September 30, 1942, shows assets aggregating \$377,492, consisting of: Current assets \$104,620, principally accounts receivable \$87,068 and material and supplies \$11,865; carrier-operating property, less depreciation, \$214,206;⁷ organization and franchises \$2,452; other intangible property \$11,132; deferred debits—prepayments \$31,232; and discount on capital stock \$13,850. Liabilities were: Current liabilities \$119,258, principally notes payable \$42,251 including \$31,766 due a bank, accounts payable \$39,824, and wages payable \$15,891; advances payable \$1,106; equipment contracts \$151,000; reserves \$11,215; common capital stock \$50,000; and surplus \$44,913. Vendee commenced operating as successor to Glendenning on October 1, 1940. Its income statement com-[fol. 118] bined with that of its predecessor for 1940 shows net income of \$25,798. Its income statements for 1941 and the first 9 months of 1942, show net income before provision for income taxes of \$8,090 and \$32,576, respectively, and after such provision, \$4,672 and \$13,576, respectively. Vendee's secretary testified that its net income for October, 1942, would be approximately \$7,500.

⁷ Includes 9 tractors, 7 trailers, and 8 trucks which have been fully depreciated. These vehicles are being operated by vendee, are in good condition, and were appraised by an equipment manufacturer on October 30, 1942, at \$29,550. The net book value of carrier-operating property, as shown, reflects an adjustment in annual depreciation rates on Diesel powered tractors from 33 $\frac{1}{3}$ to 25 percent, and on steel and aluminum semi-trailers from 20 to 16 $\frac{2}{3}$ percent, retroactive to January 1, 1942.

Vendor's balance sheet as of September 30, 1942, shows assets aggregating \$103,663, consisting of: Current assets \$15,859, composed of cash (debit balance) \$626, special deposits \$972, and accounts receivable \$15,513; carrier-operating property, less depreciation, \$41,940; intangible property—operating rights and good-will \$39,913; and deferred debits—prepayments \$5,951. Liabilities were: Current liabilities \$24,194, principally notes payable—bank \$2,500 and accounts payable \$20,327; equipment contracts \$36,945; and sole-proprietorship capital \$42,524. His income statements for 1940, 1941, and the first 9 months of 1942 show net income of \$15 and \$495 and deficit of \$1,774, respectively. Vendor's poor financial condition and earnings are attributed to a rapid expansion of his operations on a limited amount of capital and wartime restrictions on extension of credit. Following consummation of the transaction, he would be employed by vendee in a supervisory capacity.

Before grant of the above-mentioned temporary authority, shipments originated by vendor, including dairy and poultry products, destined to points served by vendee, such as Milwaukee and Chicago, were transferred to latter at St. Paul. Vendee also handled a substantial amount of traffic destined for points in vendor's territory for which it was not receiving adequate return loads. Under the lease vendee has been handling such traffic via the Mankato gateway, which is more direct than via St. Paul. At present the elapsed running time via Mankato is about the same as formerly via St. Paul because of emergency Federal regulations reducing speed on the highways. Second-morning delivery is provided out of eastern Wisconsin points and Chicago. It is possible that first-morning delivery out of the above territory can be provided when speed restrictions are removed. Such operations would also provide the only single-line motor-carrier service between many points on vendee's present routes and those of vendor, and as to numerous small points in South Dakota vendor provides the only motor-carrier service. It would also meet demands of certain shippers of perishable products who are reluctant to use two-line service requiring transfer of lading in transit.

Vendee has a departmentalized organization and necessary general facilities, including refrigerator equipment

and repair shop, to take over vendor's operations without materially increasing its overhead expenses. It is estimated, on the basis of vendor's income statement for the first nine months of 1942, that had vendee performed the combined service during that period its net income would have been augmented approximately \$30,000, principally through savings in the purchase of gasoline and oil, reduction in insurance premiums because of vendee's lower rates, consolidation of common terminals, reduction in cost of maintenance of equipment by using its own garage facilities, utilization of its present solicitation and office personnel, use of its own pick-up equipment in lieu of the equipment leased by vendor for that purpose, reduction in cost of tariffs, advertising, and maintenance of agency stations, and elimination of one round-trip schedule per day between Mankato and Minneapolis by reason of the more direct operation for more easterly points via Mankato. Vendor's gross operating revenues for the period indicated were \$95,509. Vendee is confident, based on its operating costs and the generally higher rates in effect in vendor's territory, that the profit from conducting the additional operations will be substantial.

Vendee's obligations on equipment, \$151,000, and on tires, approximately \$31,000, as of September 30, 1942, require [fol. 119] monthly payments of \$8,000 and approximately \$2,167, respectively, plus 5 percent interest, which payments would be reduced by \$1,000 monthly after January, 1943. If the instant transaction is approved and consummated, vendee would be required to assume and pay each month in addition to the above, a total of \$1,897, consisting of \$990, including interest on one note, \$407, including interest on another, and an aggregate of \$500 per month, plus 3 percent interest, on the remainder of the purchase price. Payments on its present obligations have been met by vendee without difficulty, and its officers are confident that savings alone will be sufficient to pay the installments due under the agreement. Vendee's president, who, with his wife, receives an aggregate yearly salary of \$31,000, has indicated a willingness to reduce such compensation by any reasonable amount which may be necessary in order to assist vendee in meeting its obligations. Considering vendee's ability to meet its present monthly obligations, the amount of increase in such monthly obligations which would result

from the instant transaction, and the anticipated savings following unification, in our opinion assumption of such additional obligations would not be likely to impair vendee's ability to continue rendering an efficient and adequate transportation service, nor would the assumption of fixed charges involved be contrary to the public interest. In view of the estimated savings under the unified operations, and the credit balance in surplus account, no undue hardship would appear to result were vendee required to write off immediately the amount of increase in its "Other Intangible Property" account resulting from the transaction, and our findings will be conditioned accordingly.

Protestants oppose the application on two principal grounds: (1) That vendee would use the acquired rights in connection with its presently claimed irregular-route rights in Minnesota in a manner detrimental to other existing carriers; and (2) that the territory in Minnesota and South Dakota is sparsely settled and adequately served by other existing transportation facilities.

Protestants did not elaborate on their first contention or introduce evidence on the point. Vendee claims certain irregular-route rights in southern Minnesota, principally in transportation of dairy products. However, in conducting such irregular-route operations in conjunction with regular routes following the instant transaction, vendee intends to move through traffic only by way of authorized "gateway" points in conformity with the principles enunciated in *Carolina Freight Carriers Corp.—Purchase—Edmunds*, 36 M. C. C. 259, *Cox Transp. Co.—Purchase—Moore-Flesher Hauling Co.*, 36 M. C. C. 515, and *B. & E. Transp. Co., Inc.—Purchase—Merchants Transp., Inc.*, 36 M. C. C. 561. In connection with the second contention, the record shows that vendor rendered, and vendee would continue to render as result of this transaction, the only motor-carrier service to and from approximately 20 communities in South Dakota. This territory is principally agricultural, is sparsely populated, and there is no evidence herein upon which to base the belief that protestants would be substantially affected by the proposed unification. Vendor has been actively serving the territory involved.

We find that purchase by Glendenning Motorways, Inc., of the operating rights and property of Cornelius William Styer, doing business as Northern Transportation Com-

pany, upon the terms and conditions above set forth, which terms and conditions are found to be just and reasonable, is a transaction within the scope of section 5 (2)(a), and will be consistent with the public interest, and that, if the transaction is consummated, Glendenning Motorways, Inc. will be entitled to a certificate covering rights confirmed in Nos. MC-47644 (embracing Sub-No. 1), MC-47644 (Sub-No. 2), and MC-47644 (Sub-No. 3), (embracing Sub-Nos. 4, 5, 6, and 9) and will also be entitled to operate as a common carrier of the commodities, between the points, and for the periods authorized in orders entered July 21, August 17, October 23, December 3, and September 29, 1942, [fol. 120] in Nos. MC-47644 (Sub-No. 11TA); MC-47644 (Sub-No. 14TA), MC-47644 (Sub-No. 15TA), MC-47644 (Sub-No. 17TA), and MC-47644 (Sub-No. 18TA), respectively, which rights are herein authorized to be unified with rights otherwise confirmed or which may be confirmed in Glendenning Motorways, Inc., with duplications eliminated; *provided, however*, that if the authority herein granted is exercised, Glendenning Motorways, Inc., shall write off to surplus immediately the amount of increase in its "Other Intangible Property" account resulting from the instant transaction.

An appropriate order will be entered.

[fol. 121]

Order

At a Session of the Interstate Commerce Commission,
Division 4, held at Its Office in Washington, D. C., on the
13th Day of March, A. D. 1943

No. MC-F-1981

Glendenning Motorways, Inc.—Purchase—Cornelius
William Styer

Investigation of the matters and things involved in this proceeding having been made, and said division, on the date hereof, having made and filed a report containing its findings of fact and conclusions thereon, which report is made a part hereof:

It is ordered, That purchase by Glendenning Motorways, Inc., of St. Paul, Minn., of operating rights and property of Cornelius William Styer, doing business as Northern

Transportation Company, also of St. Paul, be, and it is hereby, approved and authorized, subject to the terms and conditions set out in the findings of said report.

It is further ordered, That, if the parties to the transaction herein authorized desire to consummate same, they shall (1) notify this Commission in writing of the intended consummation date, (2) promptly take such steps as will insure compliance with sections 215 and 217 of the Interstate Commerce Act, and with the rules, regulations and requirements prescribed thereunder, and (3) confirm in writing to the Commission, immediately after consummation, the date on which consummation has actually taken place.

It is further ordered, That unless the authority herein granted is exercised on or before April 10, 1943, this order shall be of no further force and effect.

It is further ordered, That, effective with consummation of the purchase herein authorized, the authority granted in the first ordering paragraph of order entered October 13, 1942, for temporary operation of the motor-carrier properties of Cornelius William Styer, shall be of no further force and effect.

It is further ordered, That recital in said report of balance-sheet and other financial data shall not be construed as approving accounting methods which have been followed or expenditures represented thereby.

It is further ordered, That, before recording the purchase upon its books, Glendenning Motorways, Inc., shall submit the related journal entries, in triplicate, to our Bureau of Motor Carriers for approval.

And it is further ordered, That nothing herein contained shall be construed as a determination of the operating rights of any person or persons under any section of the act, except section 5 thereof, as expressly determined herein.

By the Commission, division 4:

W. P. Bartel, Secretary. (Seal.)

[fol. 122] **ABSTRACT OF PLAINTIFFS' EXHIBIT 1****Abstract of Evidence in No. MC-47644,****In Proceedings Under the****"Grandfather Clause"****(Page References Are to I. C. C. Reporter's Transcript in
Plaintiffs' Exhibit 1)****Testimony of C. W. Styer**

Exhibit 1 is a map of the State of Minnesota. Traced with yellow markings are the routes in applicant's BMC 8 application, traced in black markings are the routes in applicant's BMC 1 application, and traced in red markings are the routes granted by the compliance order (p. 11, 12). Exhibit 2 is a map of the State of South Dakota and the markings are similar to those contained on Exhibit 1 (p. 12, 13).

Witness C. W. Styer, applicant, residence Minneapolis, Minn., engaged as motor carrier doing business as Northern Transportation Company, 2654 University Ave., St. Paul, Minn. (p. 16) Started business April 1, 1935. Not engaged as proprietor of motor carrier business prior to that date. Prior to April 1, 1935 and for about seven years in employ of J. W. Crabb, a common carrier by motor vehicle in intrastate and interstate commerce. Crabb located at Huron, S. D. (p. 16, 17).

In working for Mr. Crabb the territory I had to do with principally was between the Twin Cities and South Dakota from various points on Crabb's routes and territory. On April 1, 1935, I went into business for myself. At that time the office was at the same place that it is now. I started the operation with two new straight trucks on April 1st. On April 9, 1935, I got two tractors and two semi-trailers. To my knowledge I did not add anything to my equipment, other than I testified to, between April 1, and June 1, 1935. (p. 17, 18).

I have in my possession freight bills showing actual operation performed on and prior to June 1, 1935. Exhibit 3 is an abstract of the freight bills covering operations performed by me between April 1 and October 15, 1935. It was prepared from freight bills that I have in my records today and under my supervision and direction. It shows the date,

point of origin, destination and commodity hauled as to each shipment shown on the exhibit and the information was taken from the freight bill. Also the exhibit shows the point at which I interchanged the shipment, that is, where I did not haul the shipment all of the way between origin and destination the interchange point is shown. This exhibit shows the shipments actually hauled in my truck from the points of origin and destination shown.

Exhibits 3 and 7 do not show a record of shipments for the week of April 26 to May 1, 1935, and this gap certainly indicates to me that the freight bills for that period are lost. (p. 191).

[fol. 123] The shipments on the exhibit did move in my trucks between the points shown. I have available for inspection all freight bills from which the exhibit was prepared and to the best of my knowledge the exhibit is true and correct (p. 18, 19).

From April 1 to October 15, 1935, I was the proprietor of Northern Transportation Co. and managed its affairs and routed all trucks. By reference to Exhibits 1 and 2, I am able to explain from what routes and over what routes my trucks traveled in carrying the shipments shown in Exhibit 3. On June 8, 1938, the Interstate Commerce Commission issued a compliance order so-called in my grandfather application docket. The routes shown in the compliance order are marked in red on Exhibits 1 and 2. My trucks traversed those highways between April 1 and June 1, 1935, in carrying the shipments shown in Exhibit 3 (p. 33, 34, 35).

Prior to June 1, 1935, my trucks traveled over other routes in South Dakota. I have reference to the route on S. D. Highway 34 from junction of U. S. Highway 77 to the Minnesota State Line. My trucks also traveled over the route running from the junction of S. D. 34 with U. S. 77 and traveling south on U. S. 77 to junction with U. S. 16. That route is not marked red on Exhibit 2 and shipments shown on Exhibit 3 moved over that route prior to June 1, 1935. I have not covered all of the routes I actually operated over in carrying shipments shown on Exhibit 3 between April 1 and June 1, 1935. I also operated over U. S. 81 between its junction with U. S. 16 and its junction with S. D. 38. That was prior to June 1, 1935. That completes the description of the highways my trucks actually operated over in carrying shipments shown on Exhibit 3 prior to June 1 (p. 36, 37, 38).

Prior to June 1, 1935, I operated over these routes regularly. Prior to June 1 we served points on U. S. 14 almost every day. We did not always follow the same route but we gave daily service to the towns on that route. We operated our trucks daily over the routes I have described. We operated daily except Sunday, although sometimes shipments would move on Sunday (p. 38, 39).

My application asks for an irregular service to a territory circumscribed by the regular routes described in the application and described in Exhibits 1 and 2 by black lines on the highways. In serving towns located near the regular routes our trucks operated over these highways to the closest point to the town when it diverted from the regular route. The trucks were instructed to follow the regular route. However, on an off route point they would have to leave the regular route and then come back to it. So far as possible the trucks followed the regular routes in conducting the irregular or off route points service (p. 39, 40). [fol. 124] Exhibit 4 lists various expense bills showing the dates and in some cases the approximate date when items were purchased by truck drivers of Northern Transportation Co. during April and May, 1935. These items were purchased in the towns and on the dates shown on the exhibit. The exhibit was prepared from receipts brought in by truck drivers and turned in to the office for reimbursement for company expenses on the road. These receipts are in my possession and are available for inspection. I am able to testify by reference to the journal entries shown on the receipts that the items were purchased in the town and on the date shown in the exhibit (p. 40, 41, 42).

On and prior to June 1, 1935, I solicited business for intermediate points on the regular routes I operated over. I contacted personally quite a few shippers. They were located principally in the Twin Cities because that was the location of our main office, and also because the time being limited between the time I started and June 1, that I have not had an opportunity to go out into the field a great deal myself. I instructed National Truck Terminal, with whom we were associated at the beginning of my business, to have their solicitors solicit business for a list of towns and to have their drivers accept shipments to those towns for Northern Transportation Co. This concern was and still is independent and handles pickup, delivery and soliciting for various truck firms. Also they have dock space avail-

able for the use of carriers. We had an office in the National Truck Terminal building (p. 42-45). We used the dock and those terminal facilities at the commencement of our operations on June 1, 1935. This concern had solicitors and also men from their office and also their pickup drivers who solicited for the carriers using that service. Exhibit 5 is a copy of a list of towns and rates used by J. W. Crabb for service into South Dakota prior to my starting as a proprietor in the trucking business. This is the same Crabb I had worked for previously and he did business as North West Transportation Co. He had his terminal facilities in the Twin Cities at the National Truck Terminal, and Exhibit 5 was prepared in its present form by that company. On April 1, 1935, Crabb was not in business. The list of towns which I instructed the National Truck Terminal to solicit business on my account is on Exhibit 5. Also I asked them to quote the rates there shown to the points indicated. (p. 46, 47, 48).

It was my purpose from the beginning to solicit and render service to the intermediate points. What I attempted to do was to get a truck service comparable to that that Crabb had been giving. It was a daily service to a number of points in South Dakota; to any of the points along the routes. We accepted any freight we were able to get from the time we started. We solicited freight for all points along the route. Because of various contacts at some of these towns we got much more freight there. I [fol. 125] was born at Huron and was well acquainted there and consequently Huron developed faster than some of the other points, but at no time did we turn down freight for any of these points along the routes in South Dakota. I am referring to the towns shown by Exhibit 5 (p. 53, 54). Between April 1 and June 1, 1935, my facilities were such as to permit carrying shipments to the intermediate points not covered by Exhibit 3. There was actual space on my trucks which would have allowed me to accept, carry and deliver shipments to these intermediate points had I received any during the period prior to June 1, 1935. (p. 54). Never at any time did I intend or offer to the public simply a non-stop operation between the Twin Cities and Huron prior to June 1, 1935 (p. 54, 55).

I have personal recollection of having solicited particular shippers prior to June 1 for shipments from the Twin Cities to South Dakota points located on or near the routes

described in this case. These were Armour & Co., St. Paul; Commercial Gas, Minneapolis; Griggs Cooper & Co., St. Paul; Hancock Nelson, St. Paul; Red Owl Co., Minneapolis; Montgomery Ward & Co., St. Paul; various trucking lines serving points east of the Twin Cities and direct solicitation of business by truck drivers at Huron, S. D., the Huron Grocery Co. and Armour & Co., Huron, together with a number of accounts in South Dakota (p. 56, 57). The solicitation I refer to was by me personally. There was considerable other solicitation that I performed personally that I would be unable to recall. The drivers were instructed to solicit business from all towns on the routes through which they passed, to solicit freight in either direction (p. 57).

Exhibit 6 is a copy of the certificate issued to me by the Board of Railroad Commissioners of South Dakota on May 27, 1935. That is the first operating authority I received from the State of South Dakota. I applied for this authority as early as April, 1935, when I appeared in person at Pierre, S. D. (p. 58, 59).

Exhibit 7 shows certain trips taken from manifests and freight bills in our files. In the conduct of my business since April 1, 1935 we kept trip sheets, so-called. We keep trip sheets now but on April 1, 1935 we did not have them all and the file was incomplete. The items for April, 1935, on Exhibit 7 represent in each case a trip made by one of my trucks and shows the towns served on that trip. It refers only to the towns that our trucks served. For example on April 16th if on a particular trip we had freight for Yankton and interchanged it with someone we did not show Yankton on the exhibit. The exhibit indicates that the towns were served directly by our truck. I have the original record from which this exhibit was prepared and they are available for inspection (p. 59-61).

During May 1935 the Exhibit does not show all the trips our trucks made because it only shows those for which we have the exhibits or other items here. From this exhibit I am not stating that we made other trips but merely that we may have.

[fol. 126] The word "incoming" opposite June 1st on the first page of Exhibit 7 means that on that date a manifest was made out showing shipments from Huron and Mitchell to the Twin Cities. Where a town appears on Exhibit 7

it does not indicate either origin or destination but merely that the truck was in that town on that date. Most of the shipments that are not incoming shipments are west bound shipments where the movement started at the Twin Cities. That is, so far as Northern Transportation is concerned, and the delivery was made at the towns shown except a point such as Hill City, which was an origin point. The movement from Hill City was entirely potatoes. At the start we did not have enough business to give a daily service to the points on the routes and that was the reason for soliciting this potato account (p. 63-66). A great proportion of the freight hauled westbound to South Dakota originated in the Twin Cities. On each of the westbound movements shown in Exhibit 7 the truck started at the Twin Cities. Where an origin point intermediate between the Twin Cities and the ultimate South Dakota destination is shown that means our truck starting from the Twin Cities picked up a shipment intermediate and carried it to South Dakota or if it was incoming, back to the Twin Cities. This is with the exception of Hill City and Baker where we handled potatoes only (p. 67, 68).

Exhibit 7 shows we had a truck April 16th in Huron and in Mitchell. On May 7th it is not exactly true that we had a truck at Huron and also at Baker, Minn. The manifest was made out when the truck went out and was destined for Huron or Mitchell. It could not have been in Hill City the same day (p. 69).

Mr. Norgaard: What I would like to get clear is this: Is exhibit 3 supposed to be complete?

Mr. Fiddes: It reflects all he can find.

Mr. Norgaard: There is nothing in exhibit 7 that is not in exhibit 3.

Mr. Fiddes: There are no towns.

Mr. Norgaard: Exhibit 3 is complete, I suppose, but the origin and destination and date are carried.

Mr. Fiddes: Yes. We are not offering exhibits comparable to exhibit 3 for every month during the entire three years. He is also offering this as conducive to show continuance of the operation which need not be as specific proof as the grandfather date.

Mr. Norgaard: Mr. Fiddes, is exhibit 7 an abstract of what you might term trip sheets?

Mr. Fiddes: That is what it is.

Mr. Moore: That is the point.

Mr. Norgaard: Exhibit 7 is an abstract which the trip sheets would show.

Mr. Moore: Yes. (p. 70)

[fol. 127] Exhibit 8 is a copy of the certificate issued to me by the Board of Railroad Commissioners of South Dakota on July 19, 1935. Exhibit 9 is a correct copy of the certificate issued to me by the same Board on the same date. Exhibit 10 is a Western Union telegram received by me from that Board Sept. 19, 1935, and was in response to my application for operating authority (p. 71-73).

Exhibits 11 and 12 are copies of certificates issued by the South Dakota Board on the date shown (p. 75-78). Exhibit 13 is a copy of a permit issued by the Minnesota Railroad and Warehouse Commission on the date shown thereon (p. 77, 78).

Exhibit 14 shows the total number of different shipments transported by Northern Transportation trucks during each month and also the total for each year from Jan. 1, 1936 through November, 1938 (p. 79). The shipments moved to points we have served since we commenced business and to the points and on the route involved in this application and to some points not involved in the application (p. 79, 80).

We have continued to render a daily service up to this time to the points and over the routes set forth in our grandfather application. Part of that continuance is shown in the documentary evidence referred to. At the present time we have 14 units. That would mean that a tractor and semi-trailer is counted as 2 units. We have 5 tractors, 5 semi-trailers and 4 straight trucks. These were purchased during the last two years (p. 80, 81).

I knew that under the laws of the State of South Dakota I had to have a certificate from that Commission to engage in interstate commerce. On June 1, 1935, I did not have a certificate in my possession to any point although I had made application early in April. Prior to June 1, 1935, I did not have a certificate from the South Dakota Commission to transport property from the Minnesota line just east of Sioux Falls to Sioux Falls, or west of Sioux Falls on U. S. 16. I do not contend that I either picked up or delivered any freight at Sioux Falls prior to June 1, 1935 (p. 81, 82).

“Mr. Janes: Do I understand that the applicant is seeking grandfather rights into any of the Minnesota towns located on the routes he has referred to as regular routes in his exhibit, map of Minnesota, Exhibit 1?

Mr. Moore: Applicant does not seek any rights, grandfather rights, to transport goods moving in interstate commerce from any Minnesota point to any Minnesota point upon the routes described, but he does seek to transport from points in South Dakota on these routes to all points in Minnesota irregularly. If that is not clear, I can amplify it further.

Mr. Norgaard: I should think that would be clear enough.

Mr. Moore: From the Twin Cities to any Minnesota points goods moving in interstate commerce, we don't propose to transport under this application" (p. 95, 96).

[fol. 128] **Mr. Janes:** You would not take a shipment from Chicago and deliver it to applicant's truck line at New Ulm, Mankato or any other points on these regular routes?

Mr. Moore: That is correct.

Mr. Janes: Those are marked on your map Exhibit 5, I think?

Mr. Moore: All of those described in the application.

Mr. Janes: That is a correct statement?

Mr. Moore: Yes.

Mr. Janes: But you do claim rights in South Dakota, when you pick up commodities in South Dakota, to deliver those commodities in Minnesota, to points in Minnesota on those routes?

Mr. Moore: Yes.

Mr. Norgaard: Amplify that.

Mr. Moore: Applicant does not claim grandfather rights under this application to transport goods moving in interstate commerce from points in Minnesota to other points in Minnesota; but this is in no way a waiver of his claim under the application to transport goods from authorized points in South Dakota, regular routes and the territory as described by those routes to any point in Minnesota (pp. 96-97).

Mr. Newcome: One more question: Do you claim the right to serve points in Minnesota from South Dakota, from points both on your regular routes and your so-called irregular routes?

Mr. Moore: From points in South Dakota and from the territory circumscribed by those described routes.

Mr. Newcome: You have some here that are not circumscribed.

Mr. Moore: And all off-route points.

Mr. Newcome: How about Pierre and Chamberlain; you haven't any regular route there, as I understand it?

Mr. Moore: That's correct.

Mr. Newcome: You claim right to transport shipments over all regular routes, from all regular route points and irregular route points as set out in your application to South Dakota.

Mr. Moore: That is correct.

Mr. Newcome: To any point in Minnesota shown on the map attached to the application?

Mr. Moore: I think I can answer that, yes. Is the whole state shown?

Mr. Newcome: You overlooked some, Chisholm and Bemidji and some others.

[fol. 129] Mr. Moore: To the entire state of Minnesota is what I mean.

Mr. Newcome: Also every point in Minnesota from every point in South Dakota, regular or irregular.

Mr. Moore: That's correct.

Mr. Springer: From every point in Minnesota, back into South Dakota, to this territory, too.

Mr. Moore: On irregular routes, I believe it does, Mr. Springer.

By Mr. Moore:

Q. Is that right, Mr. Styer?

A. Yes, it does (pp. 97-98).

We have no more documentary proof. We have no further documentary proof regarding a movement from South Dakota to Minnesota or Minnesota to South Dakota. We have no more documentary proof of irregular route operations. (pp. 100, 101).

[fol. 130] Cross-examination.

On U. S. 16 through Luverne and Sioux Falls we operated daily service prior to June 1. It would be impossible for me to say without a definite check how many different days prior to June 1 we made daily trips over that high-

way. Exhibit 3 does not show which route the trucks went over. It shows only the points to which merchandise was picked up or delivered. Exhibit 4 shows the route our trucks went over prior to June 1. That exhibit is not complete. I know that the truck ran over that route because I dispatched them over that route. The exhibit is evidence that such dispatches were followed out. The route through Sioux Falls is the most direct route to Mitchell. The route to Sioux Falls was traversed and the drivers instructed to solicit business at Sioux Falls and in the other towns along that route. We were in the process of developing that route and consequently on April 1 we would not have freight on all points until it was solicited. Another reason we couldn't take freight to Sioux Falls prior to June 1 was that it was not offered. It would not have been a violation of the laws of South Dakota to do it. I did not get a certificate from the South Dakota Commission to operate on U. S. 16 to Sioux Falls and west until October, 1935. Sioux Falls has a population of about 38,000. I am not in position to say whether there are 2,000 places of business in that city. Last month we served 159 customers there. That is the month of October and November, 1938. On June 4th, 1935, we delivered one shipment to Sioux Falls (p. p. 106-110).

[fol. 131] Ordinarily, I have used the word "manifest" as to what has been formerly referred to here as a trip sheet. A trip sheet is a sheet that is made out prior to the time the truck leaves the home office, listing the shipments that were on that truck, the commodities and the various destinations to which those shipments go.

During May and June and up to the present date almost every truck that goes out has had manifests or trip sheets with it. In certain cases, however, trucks have gone out without a manifest as, for example, where a load is picked up at other than the home terminal and he has no opportunity for a manifest to be made out, at some point in Minnesota, and a point in South Dakota (pp. 111-112).

The expense items on Exhibit 4 does not necessarily mean that we delivered freight at the points where purchases were made. This exhibit does not purport to show deliveries. Our deliveries are shown in another exhibit; (pp. 142-143).

It is my contention that prior to June 1, 1935 and between June 1, 1935 and April 1, 1935, I transported shipments

from South Dakota to points and places in Minnesota or from points and places in Minnesota other than the Twin Cities to South Dakota.

To name the points in Minnesota that we transported shipments to from South Dakota or from points and places in Minnesota and South Dakota other than the Twin Cities I would have to consult Exhibits 3 and 7. It is not correct to say that the commodities we transported to such points and places would all be shown on Exhibit 3. We also have Exhibit 7. Exhibit 3 shows shipments evidenced by freight bills and Exhibit 7 truck loads of movements to certain towns as evidenced by trip sheets or manifests. We rely on exhibits 3 and 7 as well as other exhibits. The other exhibit would be exhibit 4, which shows the purchases on these routes (pp. 144-147).

Redirect examination:

When I first commenced business in the State of South Dakota between the Twin Cities and South Dakota points I had considerable potatoes and frozen eggs as a backhaul from Mitchell to South St. Paul and other points in Minnesota. I recall Mankato for one of the other points. I don't have any documentary evidence of these shipments (p. 167). On these shipments from South Dakota to Minnesota no freight bills were issued on any of the earlier movements, especially on straight loads. There was one particular movement that happened in April, May and the early part of June from Mitchell to South St. Paul and some shipments to Mankato. In our file we have a duplicate freight bill 1188 and this lists a number of shipments from April 4 to April 13 from Mitchell to South St. Paul. I don't see any others to points other than South St. Paul and the Twin Cities (pp. 169-172).

I started business April 1st and consequently I could not very well have had bills, manifests and everything printed and on file to keep the records that we do today. I did not have printed forms for the movement on some trucks. I was on them myself (pp. 210-213).

[fol. 132] Exhibit 15 is a list of extra individual shipments carried on trips shown in Exhibit 7 which individual shipments were not, however, shown in Exhibit 7. It purports to show shipments actually carried on my truck between the points of origin and the points of destination shown on

the date shown consisting of the commodities listed. This exhibit was prepared from records showing that I carried these shipments in my truck. The information shown on this exhibit is true and correct to the best of my knowledge (pp. 199-201).

Exhibit 16 is a supplemental list of shipments not shown in Exhibit 3. Freight bills were not issued at the time the shipments mentioned in Exhibit 16 were carried and therefore the shipments herein shown were not included in Exhibit 3, which was prepared from my freight bills. The shipments in Exhibit 16 actually moved in my trucks from the points of origin to the points of destination shown and consisted of commodities and weights shown. This exhibit was prepared under my supervision and direct from my records which I personally consulted (pp. 203-204).

Exhibit 17 is a reconstruction from various information of trips not shown in the original Exhibit No. 7 compiled from trip sheets. It shows additional movements of trucks on the date shown by the exhibit. Where the word "incoming" in parentheses is not shown, it shows that the movement is westbound originating at the Twin Cities, where my terminal was, and was delivered at the city shown on this exhibit. The word "incoming" in parentheses refers to eastbound movements originating at the points shown on the exhibit and destined for St. Paul, unless otherwise shown. The numbers in the right-hand column indicate the different sources from which this exhibit was compiled. Items that have the footnote 1 indicated were reconstructed from freight bills and other types of bills in our files. The number 2 refers to items prepared from records of my customers that showed I had made such trips for them. The number 3 refers to items prepared from manifests in my files (pp. 210-212).

Exhibit 18 is an abstract of freight bills of shipments carried on our trucks from October 16, 1935 to December 31, 1935, inclusive. It was prepared from freight bills in my records which are available for inspection here today and under my supervision and direction and is true and correct to the best of my knowledge. It shows the origin, destination, date, commodity and pro number of shipments actually moving in my trucks (pp. 214-215).

Exhibits 19 and 20 are abstracts of freight bills showing respectively for the month of October 1938 and the month

of November 1938 the shipments carried by me. They show the date, origin, destination, and commodity of the shipments hauled. These exhibits were prepared from freight bills in my possession which are here for inspection and are true and correct to the best of my knowledge and belief (220-222).

[fol. 133] Recross-examination.

By Mr. Springer:

Q. Mr. Styer, as to shipments between points in South Dakota on the routes designated on your exhibit No. 2, and the Twin Cities, you do not claim irregular route grandfather rights for that territory, as well as regular, do you?

A. I haven't these exhibits in front of me.

Q. This is your South Dakota No. 2.

A. Your question is what?

Mr. Springer: Read the question.

(Question read.)

A. I do not see the object of that question. The irregular would be irrelevant if we were claiming a regular.

Q. I will ask you the farther question: you do not claim both, then?

Mr. Moore: As to what?

Mr. Springer: He does not want to serve that territory either as a regular route operator or as an irregular route operator, depending on his own selection of the service he proposes to give.

Mr. Moore: Do you fully understand the question, Mr. Styer, and all of its implications?

The Witness: I doubt very much if I do. He is asking me on these routes; on these routes we are and have been giving regular service, and where we are giving regular service on all commodities, and I cannot even see the purpose of an irregular operation entering into it.

By Mr. Springer:

Q. Then you do not want irregular service to those points where you are doing that?

A. On the regular routes, no (pp. 256-257).

[fol. 134] I claim to have a regular operation and an irregular operation in Minnesota. The regular operation is

over the routes shown on Exhibit 1. The irregular territory or routes are not indicated on this exhibit. I claim to have regular and irregular operations of general commodities.

A. The regular operation, as indicated by the routes shown on this map, are the routes over which our trucks go daily and that service is given; those trucks go through those towns over those routes whether or not they have shipments for every town on those routes on every particular day. The irregular operation is only for irregular shipments; in other words, for the town of Albert Lea a truck would not go to Albert Lea unless it had a shipment for Albert Lea. In that nature it is irregular.

By Mr. Moore:

Q. You mean when you say regular operations, regular route operations; operations over regular routes, with more or less of a fixed time schedule?

A. Yes.

Q. That is the bulk of your operation?

A. Yes.

By Exam. Peterson:

Q. In other words, you claim operating rights from Albert Lea to Fairmount, over U. S. Highway 16, which is not shown on your Exhibit No. 1.

A. No. You mean on the irregular? There is no highway specified. The irregular operation is only supplemental to our principal operation, which is the regular routes indicated there. It is principally for back-haul out of South Dakota. The movement is unbalanced between the west-bound and the eastbound freight; consequently, the occasion arises for handling freight other than that destined to points on the regular route, to attempt to balance the amount of freight moving, so that the trucks can more nearly move loaded in both directions. When I mention Albert Lea I don't know whether or not we have served that point. I mentioned that as an example (pp. 277-280).

Redirect examination.

What we are asking for is a territory to which we offered service prior to June 1 and to which we have offered service up to the present date, over irregular routes on loads when

available because there is no direct service to that point and there is a demand for service. We wanted it as a territory, to be operated in conjunction with our regular route operation (p. 280). In other words our irregular operation is intended to take care of the movement mainly from South Dakota back into Minnesota. We are not asking for the right to transport commodities in interstate commerce from Minneapolis to Albert Lea. We are specifically restricting so as to not apply in interstate commerce between points in Minnesota. In short our operations from the Twin Cities to the South Dakota territory is chiefly our regular route operations (p. 281).

Originally we asked for territory in the entire State of Minnesota. We have now restricted that to a small territory in the southern and southwestern part of Minnesota. Exhibit 26 shows a line drawn in Minnesota over U. S. 52 from its junction with the Minnesota-Iowa line to its junction with Minnesota Highway 28 and thence over the latter highway to its junction with the South Dakota-Minnesota line. That line shows the outer boundaries of our territory in Minnesota and it is in that territory that we are claiming operating rights (p. 282, 283).

[fol. 135] Exhibit 1 shows all the regular routes that I claimed that I have operated over on and after June 1, 1935, but not including off route points. The route used in serving off route points is not shown on this exhibit. Our trucks did not follow any definite highway in connection with the territorial operations. If we carried a shipment from some point in South Dakota to a point some distance removed from our regular routes in Minnesota, I am unable to state what highway we would use. We would not always follow the same highway to reach that irregular point. (p. 283-296) Baker is a point outside of the restricted area in Exhibit 26 that I actually served on June 1 and prior thereto. We served Grand Rapids, Atkinson, Hill City and Two Harbors in either direction. That is as far as I would want to go definitely in connection with points outside the restricted zone on Exhibit 26. These are named in Exhibit 3 and I am testifying from my recollection of that exhibit. (p. 296-298) The points we served are shown on Exhibits 3 and 7 but these are not complete because in connection with many of the irregular shipments, especially straight loads there were no freight bills or manifests.

These exhibits are based on actual freight bills and trip sheets and the evidence as to shipments to other points rests primarily upon testimony because we made no manifests, trip sheets or bills. We hauled to South Dakota potatoes, construction supplies, machinery, canned goods from canning factories from various towns in Minnesota. We handled produce from various houses in South Dakota to other houses of the same companies in Minnesota. We commenced making bills and keeping records of this type of movement about June 1. (p. 305, 306)

[fol. 136] By Mr. Moore:

Q. The map at which you are now looking is in the original docket file of the Commission, attached to the application; you will note at the bottom the description of the irregular routes, designated in green; have you got that?

A. Yes.

Q. Now look at the green dots on the map of Minnesota. Now did you serve from your South Dakota points around June 1, 1935, those Minnesota points or those Minnesota points to the South Dakota points?

A. In my opinion, yes.

Q. Well, in your opinion, is it a fact that you did?

A. Yes.

Q. What are they, read them.

A. Moorehead, Bemidji, Detroit Lakes, Fergus Falls, Hill City, Grand Rapids, Two Harbors, Duluth, Atkinson, Brainerd, Little Falls, Sauk Center, Pine City, Ortonville, Willmar, Montevideo, Granite Falls, Owatonna, Waseca, Winona, Rochester, Albert Lea, Blue Earth. Those are most of them, I may have missed some of them.

Q. Baker and Grand Rapids?

A. Baker is not marked in green here; but I do recall that we handled shipments to Baker.

Q. Did you name Redwood Falls and Marshall?

A. Redwood Falls and Marshall are on the route. I made no manifests or trip sheets or bills as to these shipments (pp. 304-305).

As to some of these irregular shipments both eastbound and westbound, there were no freight bills or manifests because in the real early part of our operation we had no freight bills and some shipments did not originate or ter-

minate at a place where we had billing facilities (pp. 304-305).

[fol. 137] Recross-examination.

Q. You also stated that prior to June 1, 1935, that you did not make a practice of making freight bills for all of the movements that you transported.

A. I said that our records were incomplete.

Q. Now, then, I would like to call your attention to Exhibit No. 3 of May 1, 1935, showing a shipment from Atkinson, Minnesota, to Huron, South Dakota, of potatoes, under your pro number 18; now, you had a freight expense bill for that movement, did you not?

A. We did, if it is shown there as a freight bill, yes.

Q. Then on May 7th from Baker, Minnesota, you show a similar movement of potatoes under pro No. 8.

A. That would mean that a freight bill had been issued for that, a freight bill of some kind.

Q. On May 13th you show two shipments from Hill City, Minnesota, to Huron, of potatoes, under pro 57 and pro 58.

A. That would mean that there were freight bills issued for those shipments.

Q. On May 15th you show a shipment from Hill City to Huron, of potatoes, under pro No. 71.

A. There would be a freight bill issued for that.

Q. Then you did issue freight expense bills prior to June 1 on the movements from Minnesota points to South Dakota?

A. On some movements from Minnesota points other than the Twin Cities to South Dakota. But very few, if any, from South Dakota points to Minnesota, as the products would probably be delivered, and in a number of cases were delivered prior to the time that the truck had ever come to the office in St. Paul. On the outbound shipments, where we would send a truck for a movement going to South Dakota, we definitely knew at St. Paul that that truck was going to go to that town; it would pick up a shipment to take to South Dakota, and consequently we could give them a blank freight bill, or a freight bill showing origin and destination, on which they could fill out the quantity; and we would have that record. But on shipments that would originate in South Dakota, where they would arrive at a certain point in South Dakota, and pick up a shipment, deliver it to a point

in Minnesota other than the Twin Cities, prior to the time that the truck arrived at our office in St. Paul, there would be no freight bill and no trip sheet to show for that; because the freight would be delivered and collected for before the empty truck came back to the terminal.

Q. And for those shipments, then, you did not have a bill of lading, freight expense bill, or any written record to show the movement; is that true?

A. For a number of shipments we have no such record.

Q. Except your oral testimony?

A. Right (p. 318-320).

[fol. 138] I hauled freight from South Dakota to Minnesota where no freight bills were issued. In the official docket of the I. C. C. at this hearing that docket contains an invoice which notes a number of shipments that were received by us and also a check which shows payment for freight hauled on the dates of April 5, April 7, two on April 8, two on April 10, one on April 11, and one on April 13, 1935. Consignor was Armour's Creamery, Mitchell, South Dakota, consignee was Armour and Company, South St. Paul. The date of the invoice in the I. C. C. file was April 13, 1935, and it refers to freight bill No. 188. We transported these shipments between that origin and destination and issued no freight bills to cover them. We were paid according to our invoice. The document shows that the ultimate destination of these shipments was Chicago, Ill. (pp. 339-342).

Q. Are you contending to this Commission that you made a large number of shipments from South Dakota into Minnesota north of highway 52 prior to June 1, 1935, and you have no records of those shipments; is that what your connection is here today?

A. I have not said anything as to the quantity that moved north of highway 52; but I am saying that there was a large number of shipments moved in the early part of our operation from South Dakota to Minnesota for which we have no freight bills or manifests, such as Exhibit No. 3. Very definitely I am making that statement.

By Exam. Peterson:

Q. Most of those shipments moved to the Twin Cities?

A. Most of the ones moving to the Twin Cities we had definite records of, because they came to our home terminal.

By Mr. Moore:

Q. Where your billing machinery is?

A. Where our billing office and office set-up is. The ones for which we did not have records are largely outside of our terminal; but even to the terminals in the Twin Cities here, we had many shipments for which there were no freight bills issued (p. 386-387).

[fol. 139] Redirect examination:

Q. What other operators are there operating between the Twin Cities and Sioux Falls?

A. Direct?

Q. Direct. First state those single lines and then those that are composed of more than one line.

A. By a single-line haul there is the Wilson Forwarding Company, Tri-State Transportation, and, of course, the applicant. And on a two-line haul there is the Stellar and the Wilson Transportation Company, and Rohweder and Hess. And there is some movement of freight into Sioux Falls by the way of Sioux City. The operators into Sioux City occasionally pick up a few small shipments and transfer it to the Buckingham Transportation at Sioux City.

Q. Then what interstate truck service into Sioux Falls is there by way of Sioux City from the east—Chicago and points east of Sioux City?

A. By the way of Chicago into Sioux City there's a large number of lines including James, and Christensen Brothers with the Sioux Transportation down there. There's a large number of them; I wouldn't attempt to name all of those. But those connect with the Wilson Transportation at Sioux City and the Buckingham at Sioux City and from there they move the freight on into Sioux Falls. (p. 436-437)

[fol. 140] By Exam. Peterson:

Q. You prepared an affidavit, stating that the original freight bills were in your office, did you not? They weren't submitted to the Commission informally; that is, they weren't retained by the Commission?

A. The first time—

Mr. Moore: The original freight bills?

Exam. Peterson: Yes.

A. As I recall it now, the first time that I went down there I submitted these lists, and they were checked through roughly. The recommendation was made and sent in to Washington. It was returned back out there for further checking. For what reason we don't know. But at that time I brought down additional documentary evidence to back up the exhibits that I had put in there. And it was kept in the file there. But when I asked for it at the I.C.C. preparatory to December 12 the file couldn't be located that contained them.

Q. Yes. But your affidavit indicates that you retained all the documentary evidence that you had in your own file.

A. You see, I was called down there about four or five times in informal hearing; maybe more than that. Several times Mr. Murphy was there at the same time, and he will recall it.

Q. Well, on January 25, 1938, you stated: "The attached lists are duplicates of information contained in the records in the office of the Northern Transportation Company. The originals will remain on file and can be verified at any time if desired."

A. Yes. (p. 776-778)

With reference to Exhibit 39 there was no actual change in the nature of my operation to the points involved during the time the tariff changes referred to in the exhibit were taking place. (pp. 747-748)

[fol. 141] The following witnesses, operators of freight motor common carrier lines, were called by protestants in the "grandfather" hearing.

Witness W. H. Rohweder, president Rohweder Truck Lines, Inc., Pipestone, Minn. I have been engaged in the truck transportation business since the spring of 1932 and operated in the eastern half of South Dakota, the north west corner of Iowa and the southwest corner of Minnesota. My principal business was interstate and I transported between Chicago and the territory mentioned. In 1935, I did not operate between the Twin Cities and South Dakota points. During 1935 on and prior to June 1, I operated from Chicago to South Dakota, Iowa and Minnesota, and I am very familiar with this territory. (p. 549, 550) I think I operated to practically all the points the applicant is now asking for prior to and since 1935. I have lived at Pipestone for 21 years. During all this period I constantly solicited

traffic in the territory involved. At that time I operated also between Pipestone and Sioux Falls. At that time I did not have any interchange at Pipestone for Twin City business. In connection with my operations I spent a lot of time in South Dakota in solicitation prior to June 1, 1935, and have made it my business to familiarize myself with the competition then existing. I handled a lot of business into Sioux Falls from Chicago and also into Sioux City. In 1932 and 1933 and from then on I solicited all the time. I believe I was in contact with all of the important shippers in that locality during that period. I went over the roads and highways in South Dakota in that territory. One week I spent in certain territory and the next week in another territory so that I kept up a continuous contact. I was the only solicitor. I cannot describe the designation used on the Northern trucks in 1935 because I didn't see any of them in that territory. I have seen trucks on the highway without any name on them. (p. 551-556) I would travel along U. S. 14 soliciting freight from town to town and along S. D. 34 at least twice a week. (p. 557). Between 1932 and 1935 there were very few interstate trucks serving that locality. From the last half of April to probably July 15, 1935 I was laid up. (p. 559)

Witness W. H. Rohweder, recalled. Under the assumption that the applicant operated in the South Dakota territory that I served to Chicago, I would be in competition with him. This for the reason that any Chicago interchange freight he received at the Twin Cities would naturally lessen the amount of freight I could haul direct from Chicago. During 1935 up until October 15th, excluding the period I was sick, I drove over all of the highways in that portion of Eastern South Dakota and solicited freight. I would be in South Dakota at least 4 days each week. I did not see any of applicant's trucks on the highways during that time. I [fol. 142] did not encounter any competition from Northern Transportation until early in the fall of 1935, and that was at Mitchell and Huron. I did not know he was in operation prior to September or October, 1935. I was in direct contact with the competition during all of that period. Referring to Exhibit 42, if those were the routes that applicant claimed to be operating over and providing a daily service he would require at least 12 to 16 semi-trailer units to provide that service. He would have to put on additional trucks to provide the irregular route service. If he used

straight trucks it would require 60 to 75 trucks to provide the service. I should say that it would take 20 to 22 trucks to take care of what would require 15 semi-trailer units. (p. 582-589)

Cross-examination:

The number of trucks it takes to serve a given territory depends on the volume of freight moving. My statement that it would take 12 to 16 semi-trailer outfits to serve the regular routes shown on Exhibit 42 is based on actual experience of operation in that territory, but I was not serving this South Dakota territory from the Twin Cities at that time. I have operated from the Twin Cities to this territory since that time. However, having no experience at that time I did not know what the volume was from the Twin Cities to that territory. (pp. 589-592).

Witness Wm. Wilson, residing at Sioux Falls, S. D. I have resided at Sioux Falls since Oct. 6, 1918. Prior to that I lived at Huron. I was born and have lived all my life in the State of South Dakota. I am president of Wilson Storage & Transfer Co., which is a motor carrier. I have been engaged in the motor carrier business in South Dakota since Oct. 6, 1925. I was issued permit No. 4 by the South Dakota Board and started to run between Sioux Falls and Brookings. That was in 1925. Prior to that I had been in the wholesale automobile business. (p. 692-694) I had been in the automobile business since Aug. 1, 1914. From Aug. 1, 1914 until June 1, 1915, I handled the Maxwell automobile and from June 1, 1915 until Jan. 1, 1931, I handled the Reo Motor Co. products. From that date to the present time I have handled General Motors products. During the periods I have mentioned I was the agent in South Dakota for those companies. For General Motors and Reo Motor Car Co. I was the agent for the entire State of South Dakota and portions of Western Minnesota and Northwestern Iowa. I started as a motor carrier in 1925, and had the run between Sioux Falls and Brookings. (p. 694-697)

Subsequent to 1925 and prior to Aug. 1929, I acquired other operations. The intrastate operations were south and west of Sioux Falls mostly and into the Rosebud territory. At that time there was competition. In 1928 I purchased a number of small operators in the vicinity of Sioux

Falls. The operations were conducted by Wilson Transportation Co. and I owned all of its stock. On Sept. 1, 1929 I sold all of my stock in that company to the Omaha Railroad. Except for a couple of months, I remained as manager of that company. (p. 698)

[fol. 143] I first started operations as Wilson Storage & Transfer Co. between Minneapolis and Sioux Falls in 1932. William Gould, our present agent at Minneapolis, started the run. Generally speaking, we have the same employes now that we started with. On Mar. 9, 1935, I acquired the motor carrier operation of J. W. Crabb, d/b/a Northwestern Transportation Co. Generally, he operated between Huron and Aberdeen, Huron and Sioux City, Huron and Minneapolis, Huron and Miller and Huron and De Smet. He provided a daily service. I bought all of his certificates, interstate and intrastate, at that time. I also bought his equipment which consisted of 16 units. They were all road haul units except for a few pickup trucks (p. 698-702). I also took over Mr. Crabb's office at Huron and retained him in my employ as agent at Huron until Sept. 1, 1935. Mr. Styer was working for Crabb when I took over the latter's operation. He was the solicitor at Minneapolis. He continued in my employ from Mar. 9, to Apr. 1, 1935. During that time he was our solicitor at Minneapolis and had charge of our operations from the Twin Cities to the territory in and around Huron (p. 702-704). He solicited generally. (p. 704).

I am familiar with the routes and points which the applicant seeks to serve under grandfather rights in this proceeding. I have examined exhibit 42 and now have it before me. The applicant has testified that he serves this territory and has served it with an overnight service without change or transfer of freight. This would be impractical and almost impossible. Taking the regular routes and using the shortest mileage possible, if semi-trailers are used from Minneapolis to Brookings and from Minneapolis to Sioux Falls and then transferring the freight to other trucks at those 2 junction points, which would be the practical way of handling it, then applicant's mileage on the regular routes would be 1926 miles daily. Based on our own operation, to give that service would require 12 trucks. That would be an average of 160 miles per day for each truck, which is a maximum according to our experience of servicing towns (p. 706-708).

If in addition to the regular route service to which the applicant has testified, it be assumed that the applicant also furnished irregular service in the other territory shown on Exhibit 42, there is no way in which to determine the exact number of additional trucks it would take to provide this service. This because these towns are so widely scattered and lie outside the area of the regular routes. It would be impracticable with the tonnage available to even attempt to serve them from the Twin Cities (p. 710-711). On June 1, 1935 and subsequent thereto the points in the irregular route territory which are shown on Exhibit 42, were served by regular route operators (p. 711-712). We served the majority of these points and other carriers serve those we do not serve (p. 712).

[fol. 144] Exhibit 46 is an abstract of freight expense bills covering freight originating at various points in Illinois and Minnesota which were transported by the applicant from the Twin Cities to Huron and there interchanged and turned over to Wilson Storage & Transfer Co. I have the bills here in support of this exhibit. At the upper left hand corner of the exhibit the year should be 1935 instead of 1938. In other words, all of the shipments shown on the exhibit were interchanged with Wilson Storage & Transfer Co. or Wilson Transportation Co. prior to June 1, 1935, or prior to June 30th. Referring to Exhibit 3 under date May 27, covering a shipment moving from the Twin Cities to Chamberlain, pro number 170, no interchange is indicated. Reference to Exhibits 47 and 48 will indicate that that shipment was transported by the applicant to Mitchell and there turned over to Wilson Companies and that the latter delivered them to Chamberlain (p. 713-716).

Exhibit 49 is an abstract of freight expense bills showing transfer of freight from applicant at Huron to Wilson Storage & Transfer Co. between July 29 and Oct. 31, 1938. I have the original bills containing the consignee's signature for each of the shipments shown on this exhibit (p. 719, 720). On Exhibit 4 there is an item that indicates the purchase of meals at the Rushmore Cafe at Sioux Falls during April and May, 1935. At that time there was no Rushmore Cafe at Sioux Falls. The Rushmore Cafe did not open at Sioux Falls until Mar. 16, 1936 (p. 724).

Cross-examination:

I am interested in this proceeding by virtue of my operation from the Twin Cities to Sioux Falls conducted on June 1, 1935. That was a motor vehicle operation. I was conducting both a pool car and a motor vehicle operation at that time. We ran trucks practically every day. During April, May and June, 1935, we had our own trucks operating between Sioux Falls and Minneapolis and also had a pool car operation from St. Louis to Sioux Falls. We handled merchandise for J. C. Penney & Co. for 57 stores, 1 of which was in Minneapolis. On the days we didn't operate our own trucks we gave this Penney freight to Tri-State Transportation Co. During that period we did not operate by truck every day from Sioux Falls to Minneapolis. We only had equipment enough to operate about 4 days a week (p. 724-726).

My assumption that 12 trucks would be required to operate applicant's regular routes was based upon a transfer from semi-trailers to trucks at Sioux Falls and Huron. I never heard of an operation being carried on where they would run the trucks through Huron and Mitchell into other points. We do not do it that way. There are what are [fol. 145] called "skimmers" who may operate in that manner. They do not make door to door delivery but just hit the high spots. In other words they leave the small communities to themselves and pay no attention to any service to them. I have never operated a railroad and I do not operate my truck line like the Omaha operates the railroad. I am not a railroad truck operator. I am still president of Wilson Transportation Co. and also owner of Wilson Storage & Transfer Co. That company uses Wilson Forwarding as a trade name. I presume there are many differing ideas as to what constitutes the best practical method of handling equipment and I gave only my own views (p. 726-728). In the regular territory points west of Mitchell and Huron my trucks serve a majority of them daily. In June, 1935, we operated probably 3 to 4 days a week. We did not skim the top off the business and hit the high spots but served every town. We have a peddle truck out of Huron that makes each town on the days it operates. It hauls the freight out and picks up butter, eggs, cream and whatever they have on the back haul. That is all done during the daytime to give each community a chance to get rid of the

merchandise they have for eastern markets. We followed that system in 1935 but did not actually serve those points every day (p. 728, 729).

Redirect examination:

The Montgomery Ward store in Sioux Falls opened Nov. 30, 1938 (p. 730).

Exhibit 50 covers shipments interchanged between Northern Transportation Co. and Wilson Transportation Co. at Mitchell, S. D. for points beyond, as indicated on the abstract between July 30, 1938 and Oct. 30, 1938 (p. 733). Exhibit 51 is an abstract of freight expense bills showing the interchange between Northern Transportation Co. and Flamming Motor Express, Inc. at Mitchell, S. D. for points beyond from Aug. 1, 1938 to Nov. 1, 1938. The exhibit shows the Northern and Flamming pro numbers and the destination and point of origin. The delivery in each instance was made by Flamming (p. 734, 735). Exhibit 52 is an abstract of freight expense bills showing the interchange of freight between Northern Transportation Co. and Flamming Motor Express, the pro number, the point of origin, the destination and the point of interchange and that Flamming made delivery in each instance (p. 735, 736). This exhibit starts with July 3, 1936 (p. 736). Exhibit 53 is an abstract of freight expense bills showing interchange of freight between Northern Transportation Co. and W. J. Flamming, d/b/a Flamming Motor Express, Tyndall, S. D. and covers the period Apr. 2, 1936 to June 24, 1936, and shows the Northern pro number, point of origin, destination and point of interchange. Delivery to points beyond Mitchell was made by Flamming (p. 737, 738).

[fol. 146] The following witnesses, former employees of defendant Styer, were called by protestants in the "grandfather" hearing.

CLOYD HUGHES, truck driver for Wilson Storage & Transfer Co. and residing at Minneapolis, Minn. At one time I was employed by C. W. Styer, d/b/a Northern Transportation Co. I started to work for Styer the first week in April, 1935. I drove truck for him between Huron and Minneapolis. I continued to work for Mr. Styer until about April 1, 1936. I drove truck for him from April

to July 1, 1935. Between July 1, 1935 and Jan. 1, 1936, I was his agent at Huron. After Jan. 1, 1936, I again drove truck for him until April, 1936. (p. 595-598)

When I started to work for Styer, Walt Shaw was the only other driver he had. When I started to work for him he had 1 truck that operated between Minneapolis and Huron. Eventually it went to Mitchell, but for the first few days he did not go to Mitchell. During the period he had the one truck both Mr. Shaw and I would drive it. At the start we operated 2 or 3 times a week. Shaw and I were both on the same truck. We would leave Minneapolis in the evening and go to Huron. The next day in the evening we would return from Huron to Minneapolis. We served Brookings, Mitchell and Huron. We might have had a few little shipments to the towns on this particular route between Brookings and Huron. The only route that was operated was that between Brookings and Mitchell via Huron. During that period he had 1 truck and I drove it myself. He continued with 1 truck for a week and a half or two weeks after April 1, 1935. During that time Mr. Shaw and I were the only drivers. The one truck was a GMC-T 26, straight job, and the truck he got after about two weeks was a Ford V-8, straight job. After he acquired the Ford truck we continued to operate between the Twin Cities and Mitchell via Huron. We did not operate it daily because about that time we started to haul frozen eggs from Mitchell to South St. Paul. During that time I solicited business at Huron and Mitchell. During the time we were hauling the eggs from Mitchell I operated some over the regular route. Shaw also hauled eggs at that time. During that time we used an extra man and the three of us alternated in hauling the eggs and driving over the regular route. In hauling the eggs from Mitchell sometimes we would go over U. S. 16 through Sioux Falls and sometimes we would come back through Howard and Brookings. During that period there was no movement eastbound over U. S. 16 to Mitchell. Neither my truck nor the other trucks operated eastbound through Sioux Falls to Mitchell. The egg movement was discontinued early in May, 1935. (p. 599-605)

After the egg movement was discontinued we continued [fol. 147] to operate between Minneapolis and Brookings and Huron. That was the only route we operated over.

At that time Wendell Nelson replaced Walt Shaw as a driver. Walt Shaw quit around May 1st, and he now lives in Huron. I think he has made his home mostly in Huron since that time. It was May 1st, 1935 that Shaw quit. After Nelson came we continued to operate through Brookings and Huron to Mitchell. As long as I continued as a driver that was the only route we operated. While I was driving I stopped at Styer's terminal in the Twin Cities and I was in Huron about every day. During the time that I was driving he had a couple of other men, one of them named Barnes. He worked about 2 weeks. Prior to July 1, 1935 he had another man named Dice. He was mostly a pickup man in Minneapolis but he did make a few trips to Huron. Up to July 1, 1935, other than Nelson Bryant — driver between Huron and Mitchell. He started about May 1, 1935. While he was operating between Huron and Mitchell, I did not operate as far as Mitchell. I brought the freight into Huron and it was transferred to Bryant's truck and taken to Mitchell. He was then using the truck that I originally used when I started to operate between the Twin Cities and Mitchell via Huron. About the first of June the Ford truck was discontinued and we had 2 tractor trailer outfits. (p. 605-611)

When I quit actually driving on July 1, 1935, they were using the 2 tractor trailer outfits on the route between Brookings, Huron and Mitchell. That is they operated as far as Huron and the straight truck took the freight to Mitchell. Those were the only trucks I saw being operated. Up to July 1, 1935, the operation between the Twin Cities and Mitchell via Brookings and Huron was the only one I saw being conducted. (p. 611) Up until July 1, 1935 all of the freight transported to Huron for Mitchell was transferred to Bryant's truck and he took it to Mitchell. I did not operate between Huron and Mitchell and I did not see Nelson operate between these points. Mr. Bryant was there for the purpose of taking the freight from Huron to Mitchell. (p. 612) When I was agent at Huron Bryant made a trip between Huron and the Minnesota-South Dakota state line on U. S. 14. That was because we didn't have enough equipment and Mr. Styer had one trailer which did not have South Dakota compensation plates and so we had to use the straight job to haul the freight from the state line into Huron. The truck

that brought the freight down from Minneapolis transferred its load to Bryant's truck at the state line and he took it into Huron. After he disposed of the Huron freight he took the remainder to Mitchell. (p. 613, 614)

When I became agent at Huron on July 1, 1935, there were 2 tractor trailer outfits being used on the route between the Twin Cities and Huron. Bryant continued to take the Mitchell transfer from Huron until after I went back driving on Jan. 1, 1936. (p. 614, 615) While I was agent at Huron between July, 1935 and Jan. 1936, I was in charge of the terminal and I solicited and took care of the [fol. 148] business. We didn't need any dispatching because we only had the one route. I was there when the truck came in and I always got a manifest showing the number of shipments and the collection. When I went to Huron Mr. Styer told me to take full charge and do as I seen fit to improve our business. (p. 616, 617)

Between July 1, 1935 and Jan. 1, 1936, I was at Huron. Other than Mr. Bryant I was the only employe there. Bryant ran between Huron and Mitchell every day and then there was a delivery boy named Needham who took care of the pickup and delivery at Huron and he worked under my orders. I did not solicit any business on any other route than that between Brookings and Mitchell via Huron. Mr. Styer would come to Huron from time to time. Up to Sept. 1, 1935, he would be there maybe once a month and would consult me about solicitation in that territory. He did not instruct me to solicit business for any other route than to Mitchell and Huron. (p. 618-621)

After I quit driving in July, 1935, I was succeeded by Clifford Beltz. He was from Minneapolis and he is still there. Needham is in Huron. He worked for Styer until the middle of February, 1936. When he left I was driving a truck again. After that time I drove to Huron and sometimes to Sioux Falls. The first load I took to Sioux Falls was some time after Jan. 1, 1936. (p. 621, 622)

During the time I was in charge at Huron I do not believe I went up to the terminal in St. Paul but I was in touch with the office through correspondence. The truck drivers that operated via Huron stopped there because that was the end of the line. The freight was taken from Huron to Mitchell by Mr. Bryant. (p. 623-626) Between April and July, 1935, we would make a trip from the Twin

Cities to Huron and then return. Sometimes we would come through Brookings direct and sometimes via Marshall to Brookings. (p. 630) After reaching Brookings we would go directly on U. S. 14 into Huron and then on S. D. 37 to Mitchell. That was only during April, 1935. In May and June, 1935, we used the same road. That was our only regular route and the only one we operated over until July 1, 1935, except the special egg movement out of Mitchell in April and May, 1935. We may have made 1 or 2 trips to Pierre. During that period we transferred freight at Huron for Pierre to Wilson Forwarding. We would leave the Twin Cities at 7 or 8 o'clock in the evening and arrive in Huron between 6 and 8 o'clock the next morning. The Mitchell freight would be transferred and reach there between 11 A. M. and 2 P. M. That was the usual running time during the period between April and July, 1935. At Huron we used a trailer for pickup. We didn't have no more trucks but after we got rid of the [fol. 149] Ford we had the trailer and this T-26. Between June 1 and July 1, 1935 the truck would tie up at Huron all day. Then it would leave that night and arrive in the Twin Cities the next morning between 5 and 7 o'clock. When I drove to the Twin Cities on that trip I would go off duty until that evening. (p. 631-634) Between April 1 and July 1, 1935, Nelson and I were the only drivers. That is except those that were on the egg movement. When I would be in the Twin Cities, Nelson would be in Huron. When I was in the terminal I never saw any other drivers, that is between April and July, 1935, and Styer had no other trucks. (p. 635)

I would help load the trucks at the Twin Cities and would probably be around the terminal an hour and a half or two hours before I left. There were a couple of trips to Pierre some time in June and there was a trip to Parkston in the fall of 1935. I was the agent at Huron at that time. There was difficulty that was reported to me in connection with that trip but I think Mr. Styer took care of that deal directly. (p. 635-637)

I went back driving Jan. 1, 1936 and continued until approximately Apr. 1, 1936. During that period we were hauling all over from Huron. We sometimes operated out of Huron and clear around the loop to Mitchell and Sioux Falls and back into Minneapolis and sometimes the other

way around. If we had to, we would go to Sioux Falls first and then to Huron. It was mostly to Huron and then to Mitchell because at that time we were hauling a lot more freight to Mitchell than we were to Sioux Falls. That was the only route that was being operated during that period. (p. 637, 638) When we went to Sioux Falls first we would have Huron freight on the truck and take it around by Mitchell. We generally had Mitchell freight too. Our schedule varied. Sometimes we would get into Mitchell early in the morning and sometimes later, depending on the time we left Minneapolis. At that time we had an agent at Sioux Falls and we would unload the Sioux Falls freight and then go on to Mitchell. We would get in to Mitchell between 3 to 10 o'clock in the morning and into Huron about noon. When we operated to Sioux Falls via Huron and Mitchell we would get into Sioux Falls about noon. During this time that I was driving trips were made to Sioux Falls over both routes. I quit driving about Apr. 1, 1936. During the period July 1, 1935 to Jan. 1, 1936 we transferred freight at Huron for Sioux Falls to the Great Northern Transportation, which was running into Sioux City at that time. They hauled general freight out of Sioux City up into South Dakota. During the period that I was driving prior to June 1, 1935, I did not haul any freight to points not on the route between Brookings and Mitchell via Huron unless it was the load to [fol. 150] Pierre. (p. 639-642) Prior to June 1, 1935, I did not haul any freight to Yankton, Armour, Stickney, Geddes, Lake Andes, Vermillion or Chamberlain. (p. 642, 643)

When I started to work for Mr. Styer I was a truck driver between Huron and Minneapolis. At that time he was running between Huron and Minneapolis and that is where I was employed. I lived at Huron at that time. I never worked in the office at Minneapolis. Mr. Styer took care of the office himself for a while. There was nobody else in the office for quite a while. Mr. Shaw was the first truck driver to be employed by him and he and I worked together. We were the only truck drivers for quite a while. While we were hauling these eggs we had 2 or 3 extra drivers. The third man was there and he doubled up on the truck and operated to and from Minneapolis. We only had 2 trucks at the time we started

hauling eggs during the latter part of April 1935. (p. 643-645)

I started to work for Styer a little after Apr. 1, 1935. Mr. Shaw had made one trip prior to that time and I accompanied him on his second trip. Mr. Shaw and I continued to be the only drivers operating between the Twin Cities and Huron and Mitchell until the middle of April when we started moving the eggs and then Styer hired some relief drivers to help us. Other than hauling a little freight into Huron and Mitchell, the work of these relief drivers was confined to the hauling of eggs. We finished the egg movement about May 1, 1935. Then we started to operate between the Twin Cities and Huron again as we had previously. Mr. Shaw quit about May 1, 1935 and Mr. Nelson took his place. Mr. Nelson and I were the only 2 road drivers until I quit the road. Mr. Dice, a relief driver, may have made a Sunday trip during that period. (p. 645-648)

I did not go in the office until after July 1, 1935. I was then stationed at Huron. Mr. Bryant came about May 1. He operated between Huron and Mitchell and did not come into the Twin Cities at all. During the period until I quit the road, which was on July 1, 1935, Mr. Nelson and I were the only 2 drivers operating between the Twin Cities and Huron. We only had 2 trucks operating on the road in this regular route and Mr. Nelson was the head driver on one and I was the head driver on the other. (p. 648-649)

Cross-examination:

On July 1, 1935, Mr. Styer was operating 3 trucks on the highway. I consider a tractor and trailer as one unit. He had one straight job and two tractor trailers. At the time we hauled the eggs during the early part of April he had two trucks, two straight jobs, and the last load or two he had a new tractor trailer. On June 1, 1935, [fol. 151] he had the same units. He might have had a straight job pickup to Minneapolis before July 1, 1935 but it wasn't licensed for road work. He had 3 trucks that he was operating on June 1, 1935, and the same on July 1, 1935. (p. 649-652)

When I was driving I left Minneapolis at 7 or 8 o'clock at night. We came to Huron. I would stay in Huron all day and return to Minneapolis the following morning. I stayed in Minneapolis until I reported back for duty at about 6 or 7 in the evening. That procedure continued from about April 1 to July 1, 1935. During that period I was acting solely as a truck driver. I would be in Minneapolis every other day. I would be there for an hour or 2 in the morning and an hour or 2 in the evening, that is, at the terminal. Mr. Styer was running the business and owned and managed it. (p. 652-654) I did not have exact knowledge of every pound of freight that went out of the terminal. I knew about the shipments on my own truck. Mr. Styer drove a truck on one or two of the trips hauling eggs. I remember his making 1 trip. (p. 656)

At the present time I am working for Wilson Storage & Transfer Co., which is the same as Wilson Forwarding Co. I have worked for Mr. Wilson two years, it will be three years in September. That employment has been continuous. I don't know as I ever talked to Mr. Wilson about my testimony here. Last Friday he told me he would like to have me come up and testify as to what I knew about the deal. That was the first time I ever talked to him about it. Prior to that time I had not talked to any member of the Wilson organization about testifying here. Last Friday Mr. Wilson told me about this hearing. He wanted me to come down and tell them what I knew about the operation of the Northern Transportation Co. I was in Huron last week on Friday and Saturday. Bryant and Nelson were there at that time. I saw Mr. Wilson in Huron on Friday. I talked to Mr. Wilson in the presence of these other drivers at that time. Mr. Newcome was there at that time and the other drivers were asked if they would come and testify to the operation of Northern Transportation. At the meeting in Huron we did not go over what we would testify to here today. (p. 657-663)

I do not know when the Great Northern Transportation Co. commenced operations from Huron south. During the summer of 1935 when I was agent was when the Great Northern interchanged shipments with Northern Transportation at Huron and hauled it to Sioux Falls. That would be between July 1, 1935 and Jan. 1, 1936. There

might have been some of these shipments interchanged prior to July 1, 1935. (p. 664) So far as I know, this interchange was made after July 1, 1935. (p. 665)

[fol. 152] We followed just two routes in coming to Brookings, Huron and Mitchell from Minneapolis. When we were hauling the eggs we followed U. S. 16 through Sioux Falls to South St. Paul. At that time Styer was not giving daily service. The irregular routes we were talking about had not been established at that time. I don't know how often we had shipments to the intermediate points between Brookings and Huron but they came along eventually. You are handing me Pro 652. My name is on there but that is not my signature. I did not deliver any shipments to Sioux Falls on June 29, 1935. My handwriting does not appear upon this pro number. (p. 665-668)

The eggs movement was between the middle of April and the last of April, 1935. There may have been 1 or 2 loads hauled during the very first days of May. Going in we sometimes went via Sioux Falls. That is, we transported the eggs from Mitchell via Sioux Falls to Minneapolis. Sometimes if we had anything we would bring a load of merchandise on the way back and if we didn't we would run empty. We came back over U. S. 14 into Brookings. I don't know whether we had a dock or terminal at Brookings at that time or not but we did later. We had a garage at Huron. There was a mechanic there that took care of the trucks when there was work to be done. Prior to June 1, 1935, I did not come from Minneapolis through Sioux Falls with merchandise. We did not necessarily have two men on each truck. I would say that once in a while he would give us a helper and lots of times we ran alone. (p. 668-672)

WITNESS FRANCIS W. BRYANT, residing at Huron, S. D. I have lived there since 1921. I was employed by the Northern Transportation Co. conducted by Mr. Styer in the year 1935. I started to work for him along in May 1935, about the middle of May. I worked for him until March, 1936. During the time I worked for him I hauled freight between Huron and Mitchell. I made no trips into the Twin Cities except that I would ride in once in a while with the driver on week ends. I made no other trips, ex-

cept between Huron and Mitchell. That was the situation from the day I started until June 1, 1935. (p. 676-679) That continued to be the situation as long as I worked there. Between May and June 1, 1935, Wendell Nelson and Cloyd Hughes were the drivers operating to Huron that I exchanged freight with. They were the only drivers I ever interchanged freight with at Huron between the time I started in May, until June 1, 1935. Between the time I started and July 1, 1935, Hughes and Nelson were the only drivers that transferred freight to me at Huron. I took all that freight to Mitchell. I did not transport it to any other points. After July 1, 1935, there was a driver named Beltz. Hughes was the foreman in Huron after July 1, 1935. He distributed the freight loads around [fol. 153] Huron. After July 1st I made a trip down to Parkston on 2 occasions. I don't remember the exact dates or the months but it was in 1935. (p. 679-681) Something happened in connection with that trip. We got picked up going down there. A State man from the Railroad Commissioners stopped us. We weren't supposed to be down there. We didn't have the town listed in the tariff. (p. 681-683)

Nelson was driving until February, 1936, and I don't remember how long Beltz was there. When Hughes returned as a driver in January, 1936, I don't believe Beltz was still there. I think there was a driver on then named Walter. Up to July 1, 1935 the only drivers were Hughes and Nelson. After July 1, 1935 the drivers were Beltz and Nelson. When we started operating there were 2 trucks, 1 was a tractor trailer and the other a 26 GMC. At first I operated the Ford and then I got the GMC truck. That was used instead of the Ford. The Ford was allowed to stand at Huron and was not used. Between that time and July 1, 1935 there was a T-18 tractor trailer and a 33 GMC and trailer. There were 3 units and that was all I saw operated into Huron. That was right after I started working for him. I never operated any place but to Mitchell from Huron except the trips to Parkston that I had mentioned. (p. 683-685)

Cross-examination:

I am not working now. I last worked for Haley-Neely at Huron. I talked to Mr. Wilson last Friday. I am to

receive my expenses but no wages. I am certain that the only times I went to the Twin Cities was on week ends. On those trips I would drive part of the way. I testified with great exactness what happened prior to June 1, 1935. I have no definite recollection about specific dates. (p. 685-687)

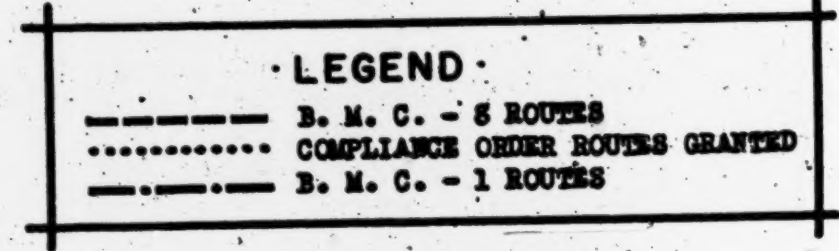
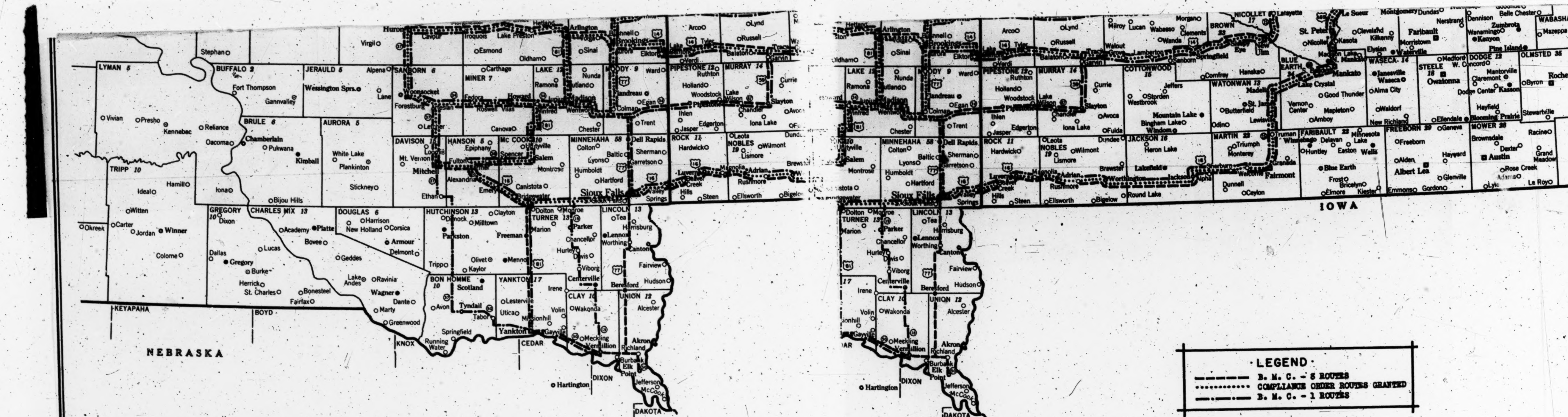
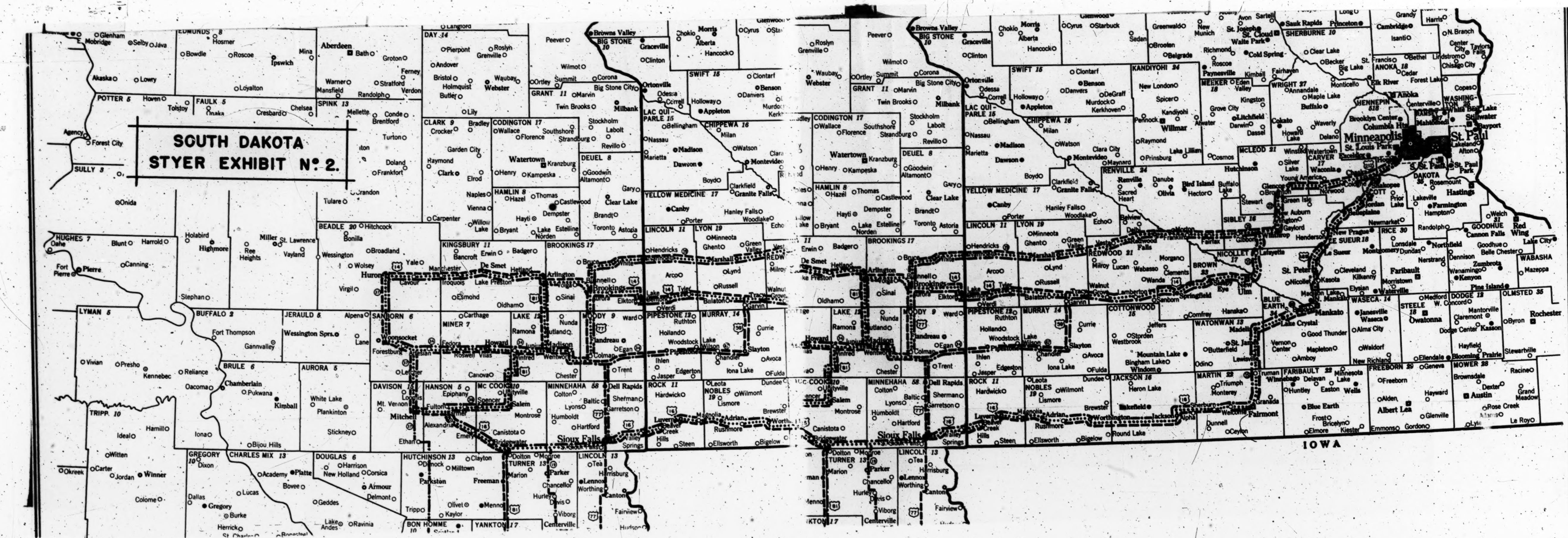
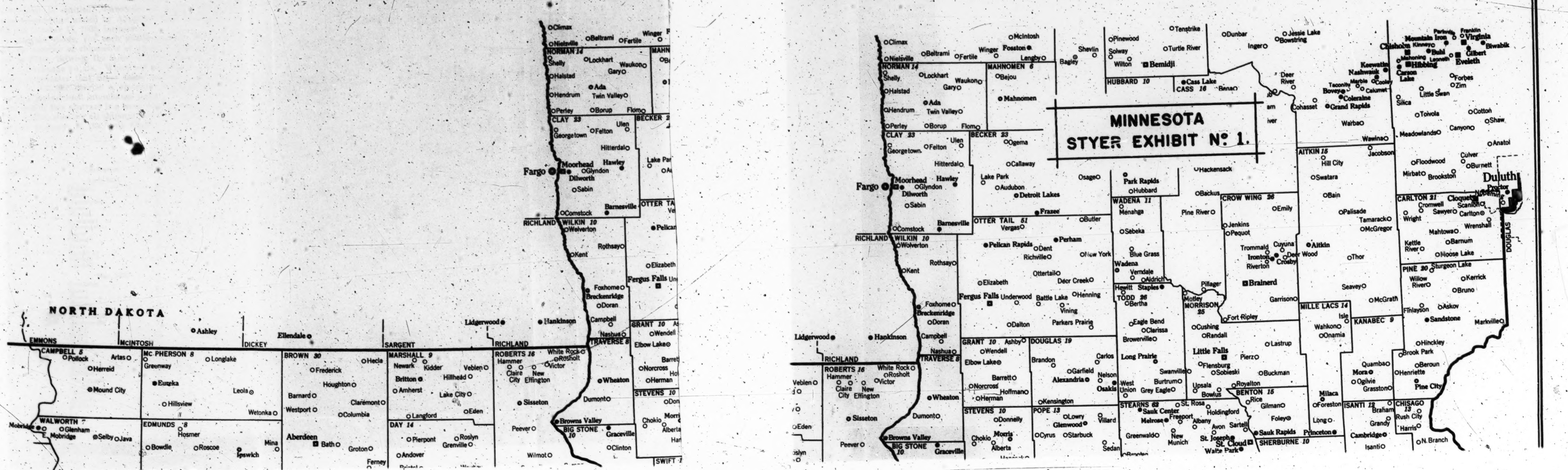
Redirect examination:

I worked for Mr. Styer from May, 1935 until the middle of March, 1936. All I did was to operate between Huron and Mitchell except 2 week end trips to Minneapolis. (p. 687)

WITNESS WENDELL NELSON, residing at Huron, S. D. I have lived in Huron about 14 or 15 years. I worked for Northern Transportation Co. during the years 1935 and 1936. I started about May 1, 1935 and continued until February 1, 1936. On May 1, 1935 I started driving out of Minneapolis to Huron. I succeeded Walter Shaw. He lives in Huron now. My run was from Minneapolis to Huron. I transferred Mitchell freight to Bryant at Huron. I continued to operate between Minneapolis and Huron and no other place until in the fall of 1935. Between May 1, 1935 and the fall of 1935 I operated exclusively between [fol. 154] Minneapolis and Huron. The route was through Brookings to Huron. I did not make a trip to Sioux Falls prior to Sept. 1, 1935. This trip was in November, 1935, just before the Montgomery Ward store opened. I made one trip through Sioux Falls in Sept. 1935 and got a load of iron beams at the Washington High School. That was second hand steel that I picked up at Sioux Falls and took to St. Paul. I did not make another trip to Sioux Falls until November of that year. (p. 688-690)

Between May 1 and June 1, 1935, Cloyd Hughes was the only other driver between Minneapolis and Huron. That situation continued until July 1, 1935, when Hughes went to Huron as agent. While he was at Huron he solicited business and took care of things there. Clifford Beltz replaced him as driver. I do not know how long Beltz continued to operate over that run. There were no other drivers other than Hughes and myself between May 1 and July 1, 1935 over that run. (p. 690-691)

(Here follow 1 map, Styer Exhibits 1 and 2, folio 155)



[fol. 156] ABSTRACT OF STYER EXHIBIT No. 3

This exhibit is entitled: "Abstract of Freight Bills Showing Shipments Carried by Applicant Between April 1, 1935 and October 15, 1935, inclusive."

This abstract shows, for each month covered by the exhibit, the number of shipments of general commodities carried by Styer between the listed origins and destinations or interchange points. Where an interchange point is shown it indicates that Styer there received from or delivered to another carrier a shipment originating or terminating beyond such interchange point.

At the end of this abstract is a more detailed statement from the exhibit showing all shipments to or from Minnesota points, exclusive of the Twin Cities.

[fol. 157]

Origin	Destination	Number of Ship- ments	Interchange Points
April, 1935			
Minneapolis	Mitchell	7	
St. Paul	Huron	6	
Mitchell	Minneapolis	5	
Minneapolis	Huron	17	
Minnesota Transfer	Mitchell	1	
Minneapolis	Brookings	4	
Huron	Minneapolis	6	
Akron, Ohio	Huron	2	St. Paul
Mitchell	Chicago	2	St. Paul
South St. Paul	Huron	3	
South St. Paul	Brookings	2	
St. Paul	Mitchell	1	
South St. Paul	Mitchell	1	
May, 1935			
Minneapolis	Brookings	7	
Minneapolis	Huron	78	
Atkinson	Huron	1	
South St. Paul	Huron	5	
Minneapolis	Mitchell	22	
Mitchell	Minneapolis	11	
Huron	Minneapolis	13	
Baker	Huron	3	
Hill City	Huron	6	
St. Paul	Huron	37	
Huron	St. Paul	4	
Minneapolis	Pierre	3	Huron
Minneapolis	Madison	1	
St. Paul	Woolsey, S. Dak.	1	Huron
St. Paul	Mitchell	23	
Madison	Minneapolis	2	
La Porte	St. Paul	1	
Huron	White Bear	1	
Chicago	Mitchell	1	
Chicago	Huron	1	

Origin	Destination	Number of Shipments	Interchange Points
May, 1935			
Chicago	Pierre	1	St. Paul-Huron
Minneapolis	Aberdeen	1	Huron
Minneapolis	Forestburg, S. Dak.	1	
St. Paul	Miller	1	
Akron, Ohio	Mitchell	2	St. Paul
Mitchell	St. Paul	4	
South St. Paul	Brookings	3	
Mitchell	South St. Paul	1	
Akron, Ohio	Huron	1	St. Paul
St. Paul	Brookings	1	
Minneapolis	Chamberlain	1	
Mitchell	New York, N. Y.	1	St. Paul
South St. Paul	Wessington	1	Huron
Miller	South St. Paul	1	
Minneapolis	Iroquois	1	
Minneapolis	Highmore	1	Huron
Marshfield, Wis.	Highmore	1	
Green Bay, Wis.	Huron	1	Huron
Marshfield, Wis.	Wessington	1	
[fol. 158]			

June, 1935			
Minneapolis	Redfield	1	Huron
Minneapolis	Huron	117	
Minneapolis	Mitchell	50	
St. Paul	Huron	69	
St. Paul	Mitchell	54	
Mitchell	New York	2	St. Paul
Huron	Minneapolis	10	
Mitchell	Minneapolis	8	
Akron, Ohio	Huron	7	St. Paul
Akron, Ohio	Sioux Falls	2	St. Paul
Mitchell	St. Paul	11	
Huron	St. Paul	13	
Oshkosh, Wis.	Huron	1	
Minneapolis	Brookings	14	
Minneapolis	Wessington	1	
South St. Paul	Brookings	2	Huron
Minneapolis	Pierce	1	
St. Paul	Lake Preston	1	Huron
South St. Paul	Onida	1	
Akron, Ohio	Chicago, Ill.	3	St. Paul
Chicago, Ill.	Mitchell	1	St. Paul
Sioux Falls	St. Paul	1	
Minneapolis	Iroquois, S. D.	3	
St. Louis	Huron	1	St. Paul
Mitchell	Chicago	13	St. Paul
Mitchell	St. Paul	1	
Grand Rapids, Minn.	Huron	1	St. Paul
Redwood Falls, Minn.	Huron	1	
South St. Paul	Huron	3	
St. Paul	Marshall, Minn.	1	
Huron	Mitchell	1	St. Paul
Chicago	Huron	1	Huron
Minneapolis	Wessington Springs	1	St. Paul
Buffalo	Huron	1	St. Paul
New Haven, Conn.	Huron	1	
Wallace, S. Dak.	St. Paul	1	
Akron, Ohio	Mitchell	2	St. Paul
Minneapolis	Madison	1	
Mitchell	Chicago, Ill.	1	St. Paul
Huron	Marshall, Minn.	1	

Origin	Destination	Number of Shipments	Interchange Points
June, 1935			
on, Ohio	Huron	1	St. Paul
by, Ohio	Mitchell	1	St. Paul
by, Ohio	Brookings	1	St. Paul
Paul	Yankton	1	
waukee	Vermillion	1	St. Paul
on, Ohio	Yankton	2	St. Paul
neapolis	Sioux Falls	1	
July, 1935			
ron	Minneapolis	21	
Paul	Mitchell	62	
nasha, Wis.	Huron	1	St. Paul
neapolis	Huron	145	
Paul	Huron	78	
neapolis	Iroquois, S. Dak.	5	
neapolis	Brookings	16	
neapolis	Mitchell	43	
Paul	Madison	1	
ron	St. Paul	12	
uth St. Paul	Huron	8	
ron	Marshall, Minn.	3	
l. 159]			
itchell	St. Paul	12	
ilwaukee	Huron	1	St. Paul
Paul	Brookings	6	
itchell	Minneapolis	9	
elby, Ohio	Huron	2	St. Paul
ron, Ohio	Huron	8	St. Paul
neapolis	Arlington, S. Dak.	1	
uth St. Paul	Highmore, S. Dak.	1	
uffalo	Huron	1	
itchell	Chicago	6	St. Paul
ansfield, Ohio	Mitchell	1	St. Paul
elby, Ohio	Mitchell	1	St. Paul
neapolis	Wessington Springs	1	
Chicago	Huron	3	St. Paul
ron, Ohio	Howard, S. Dak.	1	
neapolis	Howard, S. Dak.	1	
ron, Ohio	Canton, S. Dak.	1	St. Paul
Minneapolis	Yankton	1	
Mitchell	St. Louis Park	1	
Wilkes Barre	Huron	1	Huron
Minneapolis	Chamberlain, S. Dak.	1	Mitchell
Eau Claire, Wis.	Huron	2	St. Paul
St. Paul	Wessington Springs	1	Huron
Akron, Ohio	Mitchell	3	St. Paul
Akron	Miller	1	St. Paul-Huron
St. Paul	Dawson, Minn.	1	
Minneapolis	Madison	1	
Fairfield, Conn.	Huron	1	St. Paul
Eau Claire, Wis.	Mitchell	1	St. Paul
Sioux Falls	St. Paul	1	
St. Paul	Elmore, Minn.	1	
Madison	Minneapolis	2	
Minneapolis	Pierre	1	Huron
Rockford, Ill.	Huron	1	St. Paul
Huron	Appleton, N. Dak.	1	
Bloomer, Wis.	Huron	1	St. Paul
Huron	St. Louis Park	1	
Minneapolis	Miller	1	

Origin	Destination	Number of Ship- ments	Interchange Points
August, 1935			
Huron	Minneapolis	34	
St. Paul	Huron	121	
Minneapolis	Huron	147	
Minneapolis	Mitchell	43	
Eau Claire, Wis.	Huron	6	St. Paul
Akron, Ohio	Huron	2	St. Paul
Minneapolis	Brookings	16	
St. Paul	Mitchell	69	
Minneapolis	Pierre	1	Huron
St. Paul	Brookings	9	
Mitchell	Minneapolis	8	
Huron	St. Paul	8	
St. Paul	Wessington Springs	2	Huron
Dodge Center, Minn.	Huron	2	
Brookings	Minneapolis	2	
Huron	Chicago	11	St. Paul
Duluth	Mitchell	8	St. Paul
Mitchell	Chicago	7	St. Paul
Mitchell	St. Paul	7	
Minneapolis	Iroquois, S. Dak.	4	
[fol. 160]			
Superior, Wis.	Wessington Springs	1	St. Paul
Huron	St. Louis Park	1	
South St. Paul	Brookings	2	
Wausau, Wis.	Mitchell	2	St. Paul
Chicago	Huron	6	St. Paul
Appleton, Wis.	Brookings	1	St. Paul
St. Paul	Redfield, S. Dak.	1	
St. Paul	Gettysburg, S. Dak.	1	
South St. Paul	Huron	4	
Minneapolis	Wessington, S. Dak.	1	Huron
Appleton, Wis.	Huron	1	St. Paul
Columbus, Ohio	Huron	1	St. Paul
St. Paul	Pierre, S. Dak.	1	Huron
Huron	South St. Paul	1	
Eau Claire, Wis.	Mitchell	1	St. Paul
Duluth	Parkston, S. Dak.	1	St. Paul
Duluth	Colton, S. Dak.	1	St. Paul
Minneapolis	Chamberlain	1	
Duluth	Parker, S. Dak.	1	St. Paul
St. Paul	Yankton	1	
September, 1935			
Huron	Minneapolis	37	
Minneapolis	Mitchell	52	
Minneapolis	Huron	159	
Appleton, Wis.	Huron	1	St. Paul
Eau Claire, Wis.	Mitchell	4	St. Paul
St. Paul	Mitchell	62	
St. Paul	Huron	107	
Mitchell	St. Paul	10	
South St. Paul	Huron	5	
Appleton, Wis.	Brookings	1	St. Paul
Minneapolis	Iroquois, S. Dak.	2	
Mitchell	Chicago	7	St. Paul
Huron	Chicago	6	St. Paul
Huron	St. Paul	7	
Minneapolis	Brookings	10	
Mitchell	Minneapolis	5	
Huron	St. Louis Park	2	
Huron	Racine, Wis.	1	St. Paul

Origin	Destination	Number of Ship- ments	Interchange Points
September, 1935			
Duluth	Mitchell	9	St. Paul
Indianapolis, Ind.	Huron	1	St. Paul
Minneapolis	De Smet	1	
St. Paul	Brookings	10	
Minneapolis	Madison	3	
Laurel, Wia.	Huron	7	St. Paul
Albert Lea, Minn.	Mitchell	1	St. Paul
Sioux Falls	Minneapolis	3	
Akron, Ohio	Mitchell	5	St. Paul
New Kensington, Pa.	Mitchell	1	St. Paul
Minneapolis	Lake Preston	1	
Huron	South St. Paul	3	
St. Paul	Westington Springs	1	Huron
Duluth	Colton, S. Dak.	1	St. Paul
Duluth	Parker, S. Dak.	2	St. Paul
Duluth	Parkston, S. Dak.	1	St. Paul
Minneapolis	Parker, S. Dak.	1	
Minneapolis	Parkston, S. Dak.	1	Mitchell
Akron	Huron	4	St. Paul
Chicago	Huron	3	St. Paul
Minneapolis	Forestburg, S. Dak.	1	
Minneapolis	Sioux Falls	2	
Akron, Ohio	Sioux Falls	2	St. Paul
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Akron, Ohio	Yankton, S. Dak.	2	St. Paul
St. Paul	Emery, S. Dak.	2	
St. Paul	Yankton	5	
Minneapolis	Yankton	6	
Minneapolis	Pierre	1	Huron
St. Paul	Sioux Falls	1	
St. Paul	Miller	1	Huron
St. Paul	Pierre	1	Huron
Minneapolis	Miller	1	Huron
Minneapolis	Elk Point, S. Dak.	1	
Minneapolis	Flandreau	1	
Minneapolis	Vermillion	1	
Minneapolis	Westington Springs	2	
Minneapolis	Arlington, S. Dak.	3	
Winona, Minn.	Huron	1	St. Paul
Minneapolis	Trent, S. Dak.	1	
Minneapolis	Eagan, S. Dak.	1	
Minneapolis	Marion, S. Dak.	1	
Minneapolis	Ethan, S. Dak.	1	
Minneapolis	Alexandria	1	
Minneapolis	Hartford, S. Dak.	1	
Minneapolis	Dell Rapids	1	
Minneapolis	Baltic, S. Dak.	1	
Minneapolis	Mt. Vernon, S. Dak.	1	
Minneapolis	Cavour, S. Dak.	1	
Minnesota Transfer	Sioux Falls	1	
St. Paul	Yale, S. Dak.	1	
Sioux Falls	Waseca, Minn.	1	
Waseca, Minn.	Minneapolis	1	
October, 1935			
Minneapolis	Huron	76	
Minneapolis	Mitchell	23	
St. Paul	Huron	59	
Akron, Ohio	Huron	1	St. Paul

Origin	Destination	Number of Shipments	Interchange Points
October, 1935			
Chicago	Huron	2	St. Paul
Duluth	Mitchell	10	St. Paul
Duluth	Colton, S. Dak.	3	
Duluth	Parkston, S. Dak.	1	
Minneapolis	Sioux Falls	4	
South St. Paul	Salem, S. Dak.	2	
Minneapolis	Iroquois	2	
Minneapolis	Yankton	5	
Minneapolis	Elk Point, S. Dak.	1	
St. Paul	Sioux Falls	2	
Mitchell	Chicago	3	St. Paul
Huron	St. Paul	8	
St. Paul	Mitchell	32	
Eau Claire, Wis.	Huron	4	St. Paul
St. Paul	Emery, S. Dak.	1	
Minneapolis	Brookings	12	
De Smet	Minneapolis	1	
St. Paul	Pierre	1	Huron
Fostoria, Ohio	Vermillion, S. Dak.	1	St. Paul
St. Paul	Redfield, S. Dak.	1	Huron
Sioux Falls	Minneapolis	2	
St. Paul	Brookings	5	
Huron	Minneapolis	16	
St. Paul	Vermillion	1	
Minneapolis	Hartford, S. Dak.	1	
(fol. 162)			
Dodge Center	Huron	2	
Pontiac, Mich.	Huron	1	St. Paul
Duluth	Humboldt	1	St. Paul
St. Paul	Yankton	2	
Mitchell	Duluth	1	St. Paul
Huron	Chicago	2	St. Paul
Mitchell	Minneapolis	2	
Mitchell	St. Paul	2	
South St. Paul	Huron	2	
Eau Claire, Wis.	Mitchell	5	St. Paul
Huron	South St. Paul	1	
Milwaukee	Huron	1	St. Paul

[fol. 163]

PARTIAL ABSTRACT OF STTEE EXHIBIT NO. 3

Showing All Shipments To and From Minnesota Points Exclusive of the Twin Cities.

	Date	Origin	Destination	Commodity
May	1, 1935	Huron, S. D.	Atkinson, Minn.	Potatoes
	6	Baker, Minn.	Huron, S. D.	Potatoes
	2	Hill City, Minn.	Huron, S. D.	Potatoes
	3	Hill City, Minn.	Huron, S. D.	Potatoes
	6	Hill City, Minn.	Huron, S. D.	Vegetables
	7	Baker, Minn.	Huron, S. D.	Potatoes
	9	Baker, Minn.	Huron, S. D.	Potatoes
	13	Hill City, Minn.	Huron, S. D.	Potatoes
	14	Hill City, Minn.	Huron, S. D.	Potatoes
	15	Hill City, Minn.	Huron, S. D.	Potatoes
June	12, 1935	Grand Rapids, Minn.	Huron, S. D.	Potatoes
	12	Redwood Falls, Minn.	Huron, S. D.	Butter tubs
	25	Huron, S. D.	Marshall, Minn.	Eggs
July	2, 1935	Huron, S. D.	Marshall, Minn.	Eggs
	11	Huron, S. D.	Marshall, Minn.	Eggs

Date	Origin	Destination	Commodity
July 24, 1935	St. Paul, Minn.	Dawson, Minn.	Maple leaf
26	St. Paul, Minn.	Elmore, Minn.	Nails
Aug. 4, 1935	Dodge Center, Minn.	Huron, S. D.	Canned peas
5	Dodge Center, Minn.	Huron, S. D.	Canned peas
Sept. 30, 1935	Sioux Falls, S. D.	Wasoca, Minn.	Printing press
30	Wasoca, Minn.	Minneapolis, Minn.	Steel
Oct. 12, 1935	Dodge Center, Minn.	Huron, S. D.	Canned goods

[Vol. 164] Service to the State STYER EXHIBIT No. 4

"Showing Road Expense Items for April and May, 1935"

Date	Firm	City	Item
April (D)	John Chandler	Sioux Falls, S. D.	Tube
4/4 (C)	Larnie Wayne	Huron, S. D.	Meals
4/7 (C)	The Day and Nite Gar.	Mitchell, S. D.	Spark Plug
4/7 (J)	Wells Tire Co.	Sioux Falls, S. D.	Tire Repair
4/8	Hoffman and Curtis	Ivanhoe, Minn.	Gas and Oil
4/9 (A)	Standard Oil Station	Luverne, Minn.	Gas
4/9 (D)	Banner Oil Co.	Brookings, S. D.	Gas
4/9	Standard Oil Co.	Marshall, Minn.	Gas
4/9	Lamberton Oil Co.	Lamberton, Minn.	Gas
4/10	Independent Oil Co.	Cologne, Minn.	Tube
4/10	Standard Oil Co.	St. Peter, Minn.	Gas
4/10	Cash	Pumpkin Center, S. D.	Gas
4/10 (D)	Mac and Carl Tire Ser.	Huron, S. D.	Gas and oil
4/10 (D)	Bozum Service Sta.	Mitchell, S. D.	Gas and oil
4/10 (D)	Johnson Oil Co.	Worthington, Minn.	Gas
4/10	Anderson Ice Co.	Mitchell, S. D.	Ice
4/10	Anderson Ice Co.	Mitchell, S. D.	Ice
4/10	Sherwood Pet Corp.	Mitchell, S. D.	Gas
4/11	Murrell and Karl	Jackson, Minn.	Gas
4/11 (D)	Economy Tire & Motor	Fairmont, Minn.	Gas
4/12 (D)	Economy Tire & Motor	Fairmont, Minn.	Gas
4/12 (D)	Standard Oil Co.	Le Sueur, Minn.	Gas
4/12 (D)	Wieland Motor Sales	Le Sueur, Minn.	Light Bulb
4/12 (D)	Standard Oil Co.	Luverne, Minn.	Gas
4/13 (D)	White Eagle Oil	Belle Plaines	Gas
4/13 (D)	Johnson Oil Co.	Worthington, Minn.	Gas
4/13 (D)	Bozum Serv. Station	Mitchell, S. D.	Gas
4/13 (D)	Standard Oil Co.	Sioux Falls, S. D.	Gas
4/13	Anderson Ice Co.	Mitchell, S. D.	Ice
5/1	G. W. Schrader	White, S. D.	Oil
5/2	Webb Oil Dealer	Manchester, S. D.	Gas
5/2	White Eagle Oil Corp.	Belle Plaines, Minn.	Gas
5/2	Midwest Oil Co.	Wall Lake, S. D.	Gas
5/2	Standard Oil Co.	Jackson, Minn.	Gas
5/3	Howard Habegger	Chaska, Minn.	Tire Repair
5/4	Standard Oil Co.	Mankato, Minn.	Gas
5/7	Natl. Refining Co.	Mitchell, S. D.	Gas
5/7	Artesian Cafe	Artesian, S. D.	Meals
5/7	Standard Oil Co.	Sioux Falls, S. D.	Gas
5/8	Scott Co. Oil Co.	Jordan, Minn.	Gas
5/9	Conoco Co.	Jordan, Minn.	Gas
5/9	Standard Oil Co.	Lake Benton, Minn.	Gas
5/10	Conoco Co.	Jordan, Minn.	Gas
5/14	Conoco Co.	Jordan, Minn.	Gas
5/15	Lake Benton Oil Co.	Lake Benton, Minn.	Gas
5/17	Phillips Pet. Co.	Sanborn, Minn.	Gas
5/17	Standard Oil Co.	Lake Benton, Minn.	Gas
5/17	Phillips Pet. Co.	Sanborn, Minn.	Gas
5/20	White Eagle Oil	Mitchell, S. D.	Gas
5/20	Penn American Oil Co.	Madison, S. D.	Gas
5/23	Conoco Co.	Jordan, Minn.	Gas

STYER EXHIBIT No. 4—Contd.

Date	Firm	City	Item
4/14 (A)	Standard Oil Co.	Le Sueur, Minn.	Gas
4/14 (D)	Economy Tire & Motor	Fairmont, Minn.	Gas
[fol. 165]			
4/15 (D)	Chas. H. Lutz Co.	Tracy, Minn.	Gas
4/15 (D)	Don E. & Florence Tracy	Gaylord, Minn.	Gas
4/14 (D)	Standard Oil Co.	Le Sueur, Minn.	Gas
4/16 (D)	Mae & Earl Tire Serv.		Gas and oil
4/16 (D)	Banner Oil Co.	Brookings, S. D.	Gas
4/16 (D)	Barglof Motor Co.	Tracy, Minn.	Gas and Oil
4/16 (D)	M & M Master Station	Huron, S. D.	Parts
4/16 (D)	White Eagle Oil Corp.	Brookings, S. D.	Gas and oil
4/17 (D)	Don & Florence Tracy	Gaylord, Minn.	Gas
4/17 (D)	Chas. H. Lutz Co.	Tracy, Minn.	Gas and oil
4/13 (B)	Rushmore Cafe.	Sioux Falls, S. D.	Meals
4/— (C)	Ideal Cafe.	Worthington, Minn.	Meals
4/— (C)	Margurite Cafe.	Mitchell, S. D.	Meals
4/— (C)	Pheasne Hotel.	St. Peter, Minn.	Meals
4/— (D)	Standard Oil Co.	Le Sueur, Minn.	Gas
4/— (D)	Standard Oil Co.	Mankato, Minn.	Gas
4/—	Anderson Ice Co.	Mitchell, S. D.	Ice
4/—	Anderson Ice Co.	Mitchell, S. D.	Ice
4/— (B)	McLeans.	Huron, S. D.	Room Rent
4/— (B)	Eat Shop.	Jackson, Minn.	Meals
5/23	Phillips Pet. Co.	Sanborn, Minn.	Gas
5/25	Conoco Co.	Jordan, Minn.	Gas
5/29	Conoco Co.	Jordan, Minn.	Gas

[fol. 166]

STYER EXHIBIT 5

Northwestern Transportation Co.

Rates from Twin Cities to Following Towns

	1st Class	2nd	3rd	4th
Brookings	\$1.01	\$.87	.69	.56
Volga	1.04	.87	.69	.56
Arlington	1.05	.87	.69	.56
Hetland	1.08	.92	.74	.59
Lake Preston	1.09	.93	.74	.59
De Smet	1.10	.93	.75	.60
Iroquois	1.16	.95	.78	.61
Cavour	1.17	1.01	.79	.61
Huron	1.20	1.04	.81	.63
Wolsey	1.30	1.12	.87	.67
Wessington	1.35	1.17	.91	.70
Vayland	1.38	1.19	.92	.72
St. Lawrence	1.38	1.19	.92	.72
Miller	1.38	1.26	.96	.76
Ree Heights	1.49	1.33	1.01	.79
Highmore	1.61	1.35	1.07	.83
Holabird	1.65	1.35	1.09	.83
Harrold	1.65	1.35	1.11	.84
Blunt	1.65	1.42	1.12	.86
Pierre	1.65	1.42	1.16	.90
Mitchell	1.08	.86	.69	.56
Sioux Falls	.92	.75	.63	.50
Yankton	1.10	.87	.70	.60
Redfield	1.20	1.02	.81	.62
Aberdeen	1.20	1.02	.81	.62

[fol. 167]

STYER EXHIBIT No. 7

Abstract of Trip Sheets Showing Trips Made and Towns Served by Applicant
Between April 1, 1935 and November 12, 1938, Inclusive

[fol. 168]

April 1935

- 16 Huron, Mitchell
- 17 Huron
- 18 (Manifest missing) (Some freight bills and bill of lading in file)
Madison, incoming)
- 19 (Manifest missing) (Some freight bills and bill of lading in file)
- 20 (Manifest missing) (Some freight bills and bill of lading in file)
- 22 (Manifest missing) (Some freight bills and bill of lading in file)
- 23 (Manifest missing) (Some freight bills and bill of lading in file)
- 24 Huron, Brookings, Madison, Mitchell
- 25 Huron, Brookings, Mitchell
- 25 (Return) De Smet, Huron, Mitchell
- 26 (Return) Huron, Mitchell
- 27 (Return) Mitchell, Huron
- 28 Huron
- 29 Huron, Mitchell

May

- 1 Atkinson, Minn., Huron, Mitchell
- 2 Huron, Hill City (No manifests for May 2)
- 7 Huron, Baker, Minn.
- 8 Huron, Mitchell, Brookings
- 3 Huron, Mitchell, Hill City, Minn.
- 5 Huron, Brookings, Aberdeen
- 6 Huron, Hill City, Minn.
- 9 Huron, Madison, Baker, Minn.
- 10 Huron, Brookings, Mitchell
- 13 Huron, Mitchell, Aberdeen, Madison, White Bear, Minn.
- 14 Huron, Mitchell, Hill City, Minn.
- 15 Mitchell, Huron, Brookings, Hill City, Minn.
- 17 Huron, Mitchell, Forestburg, Brookings
- 18 Mitchell, Huron
- 16 Huron, Mitchell
- 20 Huron, Mitchell, Brookings
- 21 Huron, Mitchell, Hill City, Minn., Madison; (Pro # 121 extra)
- 22 Mitchell, Huron, Brookings
- 24 Mitchell, Huron, Brookings
- 25 Huron, Mitchell
- 27 Brookings, Huron, Mitchell
- 28 Huron, Mitchell, Brookings, Iroquois
- 30 Mitchell, Huron
- 31 Mitchell, Huron, Brookings

June

- 1 Incoming—, Huron, Mitchell
- 2 Mitchell, Huron
- 3 Huron, Mitchell (Incoming)
- 4 Huron, Mitchell, Sioux Falls
- 5 Huron, Mitchell, Brookings, Wessington
- 6 Huron, Mitchell, Brookings, Sioux Falls
- 7 Sioux Falls, Lake Preston, Huron, Brookings, (Mitchell—, Incoming)
- 8 Huron, Mitchell
- 10 Mitchell, Huron, Sioux Falls
- 11 Iroquois, Mitchell, Huron
- 11 Incoming—, Sioux Falls
- 12 Huron, Mitchell, Brookings
- 12 Incoming—, Mitchell

[fol. 169]

- 13 Mitchell, Huron
- 14 Huron, Brookings, Mitchell

June 1935

- 14 Incoming—, Mitchell
- 15 Marshall, Minn., Huron, Mitchell
- 15 Incoming—, Mitchell, Huron
- 17 Mitchell, Huron, Brookings
- 17 Incoming—, Mitchell
- 20 Mitchell, Huron, Brookings
- 21 Mitchell, Huron, Brookings
- 22 Mitchell, Huron, Madison, (Incoming—, Huron)
- 24 Mitchell, Huron, Brookings
- 24 Incoming—, Mitchell
- 25 Mitchell, Huron, Iroquois
- 25 Incoming—, Mitchell
- 26 Mitchell, Huron, Brookings, Marshall, Sioux Falls
- 27 Incoming—, Mitchell
- 28 Incoming—, Mitchell
- 28 Yankton (Straight load)
- 28 Huron, Mitchell, Brookings
- 29 Huron, Brookings, Madison
- 30 Yankton, Vermillion, Sioux Falls
- 30 Huron, Mitchell, Sioux Falls
- 18 Huron, Mitchell (Incoming—, Mitchell)
- 28 Yankton, Mitchell, Huron

July

- 1 Huron, Iroquois, Mitchell, Brookings
- 2 Huron, Mitchell
- 3 Brookings, Iroquois, Huron, Mitchell
- 5 Huron, Mitchell
- 6 Huron, Arlington, Mitchell
- 8 Mitchell, Huron, Brookings
- 9 Huron, Mitchell
- 10 Huron, Mitchell, Iroquois, Brookings
- 11 Mitchell, Huron
- 12 Huron, Mitchell, Brookings
- 13 Huron, Mitchell
- 14 Howard, Yankton, Madison
- 15 Huron, Brookings, Mitchell
- 16 Mitchell, Huron, Brookings
- 17 Mitchell, Huron, Brookings
- 18 Huron, Mitchell
- 19 Huron, Mitchell, Brookings
- 20 Mitchell, Huron
- 22 Huron, Brookings, Mitchell
- 22 Mitchell, Huron
- 23 Mitchell, Huron
- 24 Brookings, Huron, Mitchell, Madison
- 25 Huron, Mitchell
- 26 Huron, Mitchell
- 27 Huron, Mitchell
- 29 Mitchell, Huron
- 30 Huron, Mitchell, Brookings
- 31 Huron, Brookings, Mitchell

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August

- 1 Huron, Mitchell, Brookings
- 2 Huron
- 3 Huron, Mitchell, Brookings
- 5 Huron, Brookings, Mitchell
- 6 Huron, Mitchell
- 7 Huron, Mitchell, Iroquois
- 8 Mitchell, Huron
- 9 Huron, Mitchell, Brookings
- 10 Huron, Mitchell
- 12 Huron, Brookings, Mitchell
- 13 Huron, Mitchell

August 1935

- 14 Huron
- 15 Huron, Iroquois, Mitchell, Brookings
- 16 Mitchell, Huron, Brookings

File Number

- 17 Huron, Mitchell, Iroquois 1
- 19 Huron, Mitchell, Brookings 2
- 20 Huron, Brookings, Mitchell 3
- 21 Huron, Mitchell, Iroquois 4
- 22 Huron, Mitchell, Brookings 5
- 23 Huron, Brookings, Mitchell 6
- 24 Huron, Mitchell, Brookings 7
- 26 Huron, Mitchell, Brookings 8
- 27 Huron, Mitchell, Brookings 9
- 28 Huron, Mitchell 10
- 29 Huron, Mitchell, Brookings 11
- 30 Huron, Mitchell 12
- 31 Huron, Mitchell, Chamberlain 13

September

- 2 Huron, Mitchell, Brookings 14
- 3 Huron, Mitchell, Parkston 15
- 4 Mitchell, Huron, Brookings, Iroquois 16
- 5 Huron, Mitchell 17
- 6 Huron, Mitchell, DeSmet 18
- 7 Mitchell, Huron, Brookings 19
- 8 Mitchell, Huron, Brookings 20
- 9 Mitchell, Huron 21
- 10 Huron, Madison, Brookings, Mitchell 22
- 11 Huron, Mitchell 23
- 12 Brookings, Huron, Mitchell 24
- 13 Huron, Mitchell, Brookings 25A
- 16 Huron, Mitchell 25B
- 17 Brookings, Mitchell, Huron, Forestburg 26B
- 14 Huron, Mitchell, Brookings, Parkston, Parker, Colton 26A
- 18 Huron, Mitchell, Iroquois, Brookings 27
- 19 Huron, Mitchell 29
- 21 Huron, Brookings, Mitchell 31
- 22 Sioux Falls, Flandreau 32
- 23 Huron, Mitchell 33
- 24 Huron, Mitchell, Brookings 34
- 24 Elk Point, Vermillion, Sioux Falls, Yankton, Emery, Mitchell 35
- 25 Huron, Mitchell, Arlington 36
- 26 Huron, Mitchell, Brookings, Arlington 37
- 27 Huron, Mitchell 38
- 28 Madison, Mitchell, Sioux Falls, Yankton, Parker, Elk Point, Ethan Alexandria, Marion 39

[fol. 171]

- 28 Huron, Mitchell, Madison, Dell Rapids, Baltic, Egan, Hartford 40
- 30 Huron, Mitchell, Brookings, Arlington 42
- 28 Huron, Yale 41

October

- 1 Huron, Mitchell, Brookings 43
- 2 Mitchell, Salem, Colton, Parkston, Sioux Falls, Baltic 44
- 2 Huron, Iroquois 45
- 3 Huron, Mitchell, Brookings 46
- 4 Huron, Mitchell, Brookings 47
- 5 Huron, Sioux Falls, Mitchell, Emery, Vermillion, Yankton 48
- 9 Huron, Mitchell 49
- 9 Huron, Mitchell, Brookings 50
- 10 Huron, Mitchell, Iroquois 51
- 10 Sioux Falls, Vermillion, Salem, Hartford 52
- 11 Mitchell, Brookings 53
- 11 Huron 54
- 11 Mitchell, Huron, Brookings 55
- 12 Huron, Brookings, Mitchell 56

October 1935

File Number

13	Yankton, Humboldt, Colton, Huron	57
13	Pierre, Huron, Mitchell, Brookings	58
14	Huron, Mitchell, Brookings	59
15	Mitchell	60
15	Huron, Mitchell, Brookings	61
16	Huron, Iroquois, Brookings	62
16	Yankton, Sioux Falls, Mitchell, Emery, Parkston	63
17	Huron	63
17	Huron, Mitchell, Brookings	64
18	Huron, Arlington, Brookings, Mitchell, Forestburg	65
19	Davis, Sioux Falls, Mitchell, Vermillion, Yankton	67
21	Huron, Mitchell, Brookings	68
22	Huron, Mitchell, Iroquois	69
23	Huron, Sioux Falls, Mitchell, Lennox, Hartford	70
24	Huron, Mitchell, Brookings, DeSmet	71
25	Huron, Mitchell, Brookings	72
28	Mitchell, Arlington, Huron, Brookings	73
26	Huron, Brookings, Mitchell, Colton, Sioux Falls	73
29	Huron, DeSmet	74
29	Huron, Mitchell, Brookings	75
31	Arlington, Huron	76
31	Huron	77
31	Huron, Mitchell, Brookings, Iroquois	78

November

1	Mitchell, Huron, Brookings	79
2	Sioux Falls, Madison, Mitchell, Brookings, Yankton, Parkston, Hartford, Menno	80
4	Huron, Mitchell, Brookings, Hayti	81
5	Huron, Arlington, Mitchell	82
5	Sioux Falls, Brookings	83
6	Huron, Mitchell, Brookings	84
7	Huron, Mitchell, Chamberlain	85
8	Huron, Mitchell, Brookings	86
9	Sioux Falls, Huron, Mitchell, Flandreau	87
11	Huron, Brookings, Mitchell,	88
12	Huron	89
13	Mitchell, Huron, Iroquois, Lake Preston	90
13	Huron	91

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14	Huron, Brookings, Forestburg, Mitchell	92
15	Yankton, Sioux Falls, Colton, Madison	93
15	Brookings, Huron, Arlington, Mitchell	94
16	Huron, Brookings, Mitchell	95
18	Huron, Arlington, Mitchell	96
19	Huron, Mitchell, Rapid City, Blunt	97
20	Huron	98
20	Brookings, Huron, Mitchell	99
21	Huron, Brookings, Mitchell	100
22	Mitchell, Huron, Brookings	101
23	Rapid City	103
24	Sioux Falls, Yankton, Brookings, Vermillion, Colton, Scotland, Canton, Madison	104
24	Huron, Mitchell	105
25	Huron, Mitchell, Brookings, Carpenter	106
26	Huron, Arlington, Mitchell, Brookings, Iroquois	107
27	Huron, Mitchell	108
30	Madison, Huron, Brookings, Mitchell, DeSmet, Sioux Falls	109

December

3	Huron, Mitchell, Brookings	110
4	Huron, Mitchell, Sioux Falls, Hartford, Brookings	110
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16	Sioux Falls, Mitchell, Huron, Brookings, Arlington	647
17	Huron, Mitchell	648
17	Brookings, Madison, Sioux Falls	649
18	Brookings, Madison, Sioux Falls	650
18	Sioux Falls, Mitchell, Huron	651
20	Sioux Falls, Mitchell, Huron, Madison, Brookings	652
20	Incoming—, Huron, Brookings, Madison, Sioux Falls, Mitchell, Ft. Thompson	653
21	Brookings, Madison	654
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23	Sioux Falls, Mitchell, Huron, Brookings	657
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24	Sioux Falls, Mitchell, Madison, Brookings	659
25	Brookings, Huron, Madison, Sioux Falls	660
25	Yankton, Mitchell	661
26	Brookings, Madison, Sioux Falls, Mitchell, Huron	662
27	Sioux Falls, Mitchell, Huron, Madison, Brookings	663
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4	Sioux Falls, Madison, Huron, Brookings	670
5	Gibbons, Sioux Falls, Madison, Gaylord, Adrian, Minn.	671
6	Incoming—, Huron, Mitchell, Madison	672
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8	DeSmet, Sioux Falls, Mitchell, Huron	674
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9	Brookings, Huron, Mitchell, Sioux Falls	676
10	Sioux Falls, Madison, Mitchell, Huron, DeSmet	677
11	Huron	678
11	Brookings, Madison, Sioux Falls, Yankton	679
11	Huron, Mitchell, Arlington	680
12	Sioux Falls, Madison, Mitchell, Huron, Brookings	681
13	Incoming—, Brookings, Sioux Falls, Mitchell, Huron	682
15	Sioux Falls	683
15	Brookings, Madison	684
15	Brookings, Huron, Mitchell, Lake Preston, DeSmet	685
16	Huron, Brookings, Norwood, Minn.	686
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18	Sioux Falls	688
17	Brookings, Huron, Lake Preston	689
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18	Brookings, Madison	691
19	Brookings, Huron	692
19	Sioux Falls, Mitchell, Madison	693
20	Sioux Falls, Yankton	694
20	Brookings, Madison, Mitchell, Huron	695
20	Incoming—, Huron, Madison, Sioux Falls, Mitchell	695
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27	Incoming—, Sioux Falls, Albert Lea, Huron, Yankton, Mitchell, Brookings	706
29	Brookings, Madison, Sioux Falls	707
29	Huron, Mitchell	708
30	Sioux Falls, Mitchell, Huron	709
30	Sioux Falls, Madison	710
31	Huron	711
31	Sioux Falls, Mitchell, Huron	712
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6	Sioux Falls, Madison, Brookings	720
7	Sioux Falls, Mitchell	721
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13	Sioux Falls, Mitchell, Huron, Brookings, Madison	728
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15	Brookings, Huron, Mitchell, Madison	730
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17	Cavour, Sioux Falls, Madison, Huron, Brookings	732
17	Incoming—, Huron, Brookings, Madison, Mitchell	733
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19	Huron, Mitchell	735
20	Sioux Falls, Mitchell, Huron, Brookings, DeSmet	736
21	Brookings, Madison, Sioux Falls, Mitchell, Huron	737
22	Madison, Mitchell, Huron	738
22	Brookings, Sioux Falls	739
23	Sioux Falls, Mitchell, Huron, Brookings	740
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24	Incoming—, Yankton, Sioux Falls, Mitchell, Brookings, Huron	743
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28	Arlington, Sioux Falls, Mitchell, Huron, Madison, Brookings	746
29	Sioux Falls, Madison, Huron, Mitchell	747
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4	Brookings, Huron, Mitchell	755
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6	Brookings, Madison, Sioux Falls, Mitchell, Huron	757
7	Sioux Falls, Mitchell, Huron, Madison, Brookings	758
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8	Incoming—, Huron, Brookings, Ft. Thompson, Fedora, Yankton, Mitchell, Sioux Falls	760
10	Brookings, Madison, Sioux Falls	761
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11	Brookings, Huron, Mitchell, Sioux Falls	763
12	Mitchell, Huron	765
12	Brookings, Madison, Sioux Falls	766
13	Brookings, Madison, Sioux Falls	767
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14	Aurora, Brookings, Huron, Mitchell, Madison, DeSmet	769
15	Brookings, Madison, Sioux Falls, Mitchell, Huron, DeSmet	770
14	Incoming—, Sioux Falls, Madison, Huron, Brookings, Yankton, Salem, Mitchell	771
17	Brookings, Madison, Sioux Falls	772
17	Aurora, Sioux Falls, Mitchell, Huron	773
18	Sioux Falls, Mitchell, Madison	774
18	Brookings, Huron, Arlington	775
19	Brookings, Madison, Mitchell, Pierre	776
20	DeSmet, Brookings, Madison, Sioux Falls, Mitchell, Huron, Lake Preston	777
21	Sioux Falls, Flandreau	778
21	Brookings, Huron, Mitchell, Madison	779
22	Sioux Falls, Mitchell, Huron, Brookings	780
22	Incoming—, Huron, Mitchell, Brookings	781
24	Brookings, Madison, Mitchell, Huron, DeSmet, Arlington	782
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29	Incoming—, Brookings, Huron, Sioux Falls, Lake Preston, Madison	787

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1	Lake Preston, Huron, Mitchell, Sioux Falls	789
3	Sioux Falls, Madison, Ramona	791
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4	Brookings, Madison, Salem, Mitchell, Huron, Marshall	793
—	Incoming—, Mitchell, Madison, Huron, Brookings, Sioux Falls	794
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7	Brookings, Madison	796
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9	Huron, Arlington	800
9	Brookings, Madison, Mitchell, Sioux Falls	801
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10	Pierre, Brookings, Madison, Mitchell, Huron, Volga	803
11	Madison, Mitchell, Sioux Falls	804
12	Huron, Arlington, Brookings, Pierre	805
12	Incoming—, Huron, Mitchell, Brookings, Madison, Sioux Falls, Marshall	806
14	Sioux Falls, Yankton, Mitchell, Huron	807
13	Brookings, Madison, Wentworth, Arlington	808
15	Sioux Falls, Brookings, Huron, Madison, Canton	809
17	Brookings, Huron, Mitchell	812
16	Brookings, Huron, Mitchell, Sioux Falls	810
16	Sioux Falls, Madison	811
18	Sioux Falls, Madison, Mitchell, Huron	813
19	DeSmet, Sioux Falls, Mitchell, Huron, Brookings, Arlington	814
18	Incoming—, Huron, Brookings, Sioux Falls, Madison, Mitchell, Salem, Yankton	815
21	St. Cloud, Minn.	816
21	Brookings, Madison, Sioux Falls	817
21	Huron, Mitchell, Arlington	818
22	Sioux Falls, Mitchell, Huron, Madison, Brookings, Flandreau, DeSmet, Iroquois	819
23	Sioux Falls, Mitchell, Huron, Brookings	820
26	Brookings, Madison, Mitchell, Huron, Arlington, Tracy, Minn.	821
26	Incoming—, Huron, Mitchell, Brookings, Madison, Sioux Falls	822
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29	Brookings, Huron, Mitchell, Sioux Falls	824
30	Sioux Falls, Madison, Brookings, Ramona	825

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2	Sioux Falls, Mitchell, Huron, Madison, Brookings	829
3	Incoming—, Brookings, Mitchell, Huron, Sioux Falls, Yankton	830
6	Huron, Mitchell, Lake Preston, Volga	831
6	Brookings, Madison, Sioux Falls	832
7	Brookings, Huron, Mitchell, Sioux Falls	833
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9	Brookings, Huron, Mitchell, Sioux Falls	835
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17	Incoming—, Brookings, Huron, Sioux Falls, Madison, Mitchell	845
19	Brookings, Madison	846
19	Sioux Falls, Mitchell, Huron, DeSmet	847
20	Mitchell, Huron, DeSmet	848
20	Brookings, Madison, Sioux Falls	849
21	Brookings, Huron, Mitchell, Sioux Falls	850
22	Brookings, Madison, Sioux Falls, Mitchell, Huron	851
23	Brookings, Huron, Mitchell, Sioux Falls	852
24	Incoming—, Huron, Madison, Mitchell, Brookings, Sioux Falls	853
26	Brookings, Madison	854
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29	Brookings, Huron, Madison, Sioux Falls, Arlington	858
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31	Arlington, Brookings, Huron, Mitchell, Sioux Falls	860
31	Incoming—, Brookings, Madison, Huron, Mitchell, Sioux Falls	861

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2	Brookings, Madison	862
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4	Brookings, Huron, Mitchell, Madison	864
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5	Brookings, Madison, Salem	866
6	Arlington, Brookings, Huron, Mitchell, Sioux Falls, DeSmet	867
7	Worthington, Brookings, Huron, Mitchell, Sioux Falls	868
—	Incoming—, Brookings, Huron, Mitchell, Salem, Madison, Sioux Falls	869
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9	Sioux Falls, Madison, Brookings	871
10	Arlington, Brookings, Huron, Mitchell, Sioux Falls	872
11	Brookings, Madison, Sioux Falls, Mitchell, Huron	873
12	Elmore, Minn., Sioux Falls, Madison	874
12	Brookings, Huron, Mitchell	875
13	Sioux Falls, Mitchell, Huron, Brookings	876
14	Brookings, Madison, Huron, Mitchell, Sioux Falls	877
—	Incoming—, Huron, Brookings, Madison, Sioux Falls	878
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17	Brookings, Madison, Sioux Falls, Mitchell, Huron, Lake Benton	880
18	Brookings, Huron, Mitchell, Sioux Falls, DeSmet	881
19	Brookings, Madison, Huron	882
19	Sioux Falls, Mitchell, Yankton, Howard	883
20	DeSmet, Brookings, Huron, Mitchell, Sioux Falls	884
21	Brookings, Madison, Sioux Falls, Mitchell, Huron, Redwood Falls, Minn.	885
21	Incoming—, Huron, Brookings, Sioux Falls, Mitchell	886A
23	Huron, Mitchell, Sioux Falls	886B
23	Brookings, Madison	887
24	Brookings, DeSmet, Huron, Mitchell, Sioux Falls	888
25	Brookings, Sioux Falls, Madison, Huron	889
26	Brookings, Madison, Sioux Falls, Mitchell, Huron	890
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28	Brookings, Madison, Sioux Falls, Mitchell, Huron, Arlington	892
28	Incoming—, Mitchell, Huron, Brookings, Sioux Falls	893
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4	Incoming—, Mitchell, Huron, Sioux Falls, Madison, Brookings	903
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13	Huron, Miller	912
13	Brookings, Madison, Sioux Falls, Mitchell	913
14	Brookings, Sioux Falls, Mitchell, Huron, Forestburg, Lake Preston, Arlington	914
15	Brookings, Madison, Huron	915
16	Brookings, Madison, Sioux Falls	916
16	Salem, Mitchell, Yankton	917
16	Brookings, Huron, Miller, DeSmet	918
17	DeSmet, Brookings, Huron, Mitchell, Sioux Falls	919
18	Brookings, Huron, Artesian, Sioux Falls, Worthington	920
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21	Brookings, Huron, Mitchell, Sioux Falls, Beresford, Arlington, DeSmet	923
22	Brookings, Madison, Sioux Falls, Mitchell, Huron	924
23	Sioux Falls, Madison, Brookings	925
23	Sioux Falls, Mitchell, Huron, Miller	926
24	Brookings, Mitchell, Madison, Sioux Falls	927
24	Sioux Falls, Mitchell, Huron, Brookings	928
25	Incoming—, Huron, Mitchell, Sioux Falls, Artesian, Madison, Brookings	929
27	Sioux Falls, Madison, Mitchell	930
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28	Sioux Falls, Mitchell, Huron, Brookings	932
29	Sioux Falls, Madison, Huron, Brookings	933
30	Sioux Falls, Mitchell, Yankton	934
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7	Sioux Falls, Madison, Mitchell	946
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9	Brookings, Huron, Mitchell, Sioux Falls	949
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19	Brookings, Huron, Mitchell, DeSmet	963
20	Sioux Falls, Madison, Huron, Brookings, DeSmet	964
21	Brookings, Madison, Sioux Falls, Mitchell	965
21	Brookings, DeSmet, Huron, Miller	966
22	Brookings, Sioux Falls, Mitchell, Huron	967
23	Incoming—, Mitchell, Sioux Falls, Huron, Brookings	968
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25	Huron, Arlington, Miller	970
25	Brookings, Madison, Mitchell	971
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28	Brookings, Huron, Miller	974
28	Sioux Falls, Mitchell, Madison	975
29	Sioux Falls	976
30	Brookings, Madison, Mitchell, DeSmet, Volga	977
30	Brookings, Huron, Mitchell, Sioux Falls, DeSmet, Volga, Aurora, Arlington	978
30	Incoming—, Mitchell, Huron, Madison, Sioux Falls, Miller, Brookings, Salem	979

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4	Brookings, Sioux Falls, Madison, Huron, Miller	984
5	Arlington, Sioux Falls, Mitchell, Huron, Brookings, Springfield	985
6	Brookings, Madison, Sioux Falls, Mitchell, Huron, Arlington	986
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8	Sioux Falls, Madison, Brookings	988
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9	Brookings, Sioux Falls, Mitchell, Huron	990
10	Brookings, Sioux Falls, Madison, Huron, Arlington	991
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12	Brookings, Sioux Falls, Mitchell, Huron	994
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15	Brookings, Madison, Salem, Mitchell, Huron, DeSmet	998
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18	Sioux Falls, Madison, Salem, Flandreau	1002
18	DeSmet, Brookings, Huron, Miller, Mitchell	1003
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20	Incoming—, Huron, Mitchell, Brookings, Clinton, Madison	1006
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4	Brookings, Madison, Sioux Falls, Mitchell, Huron, LeSueur	1025
4	Incoming—, Salem, Mitchell, Huron, Brookings, Madison, Yankton, Miller	1226
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7	Brookings, Huron, Mitchell	1228
8	Brookings, Sioux Falls, Mitchell, Madison	1229
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10	DeSmet, Bruce, Brookings, Madison, Sioux Falls, Mitchell, Jackson	1231
11	Brookings, Madison, Sioux Falls, Mitchell, Huron	1232
10	Incoming—, Huron, Brookings, Mitchell, Sioux Falls, Madison	1233
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17	Sioux Falls, Mitchell, Jackson, Worthington	1238
17	Brookings, Huron, Gibbon, Gaylord, Lake Preston	1239
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18	Incoming—, Huron, Brookings, Sioux Falls, Mitchell	1241
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22	Brookings, Sioux Falls, Mitchell, Huron	1276
22	Incoming—, Mitchell, Huron, Brookings, Madison, Salem, Sioux Falls	1277
24	Sioux Falls, Madison, Salem	1278
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26	Sioux Falls, Mitchell, Huron, Brookings	1282
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28	Brookings, Sioux Falls, Mitchell, Madison	1284
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3	Brookings, Huron, Miller, Hetland	1291
4	Brookings, Huron, Mitchell	1292
5	Incoming—, Miller, Mitchell, Huron, Salem, Sioux Falls, Brookings	1293
7	Brookings, Madison, Huron, Miller, Marshall	1294
7	Sioux Falls, Mitchell, Worthington	1295
8	Sioux Falls, Vermillion, Yankton	1296
8	Arlington, Brookings, Dell Rapids, Sioux Falls, Mitchell, Huron	1297
9	Brookings, Madison, Sioux Falls, Mitchell, Huron	1298
10	Sioux Falls, Madison, Salem, Fairmont, Mankato	1299
10	Brookings, Huron, Miller	1300
11	Arlington, Brookings, Sioux Falls, Mitchell, Huron, Ivanhoe	1301
12	Incoming—, Huron, Brookings, Mitchell, Sioux Falls, Salem, Madison	1302
14	Huron, Miller, Arlington	1303
14	Brookings, Sioux Falls, Madison, Mitchell	1304
15	Brookings, Huron, Mitchell, Sioux Falls	1305
16	Sioux Falls, Mitchell, Madison, Brookings	1306
17	Brookings, Sioux Falls, Madison, Huron, Miller	1307
18	Brookings, Sioux Falls, Mitchell, Huron, Alexandria	1308
19	Brookings, DeSmet, Huron, Mitchell, Yankton, Vermillion, Sioux Falls, Worthington, Mankato	1309
19	Incoming—, Mitchell, Miller, Brookings, Huron, Sioux Falls	1310
21	Brookings, Sioux Falls, Mitchell, Madison, Salem	1311A
22	Brookings, Huron, Miller, DeSmet	1312

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22	Madison, Brookings, Dell Rapids, Sioux Falls, Mitchell, Salem	1313
24	Brookings, Huron, Miller, Gaylord	1314
24	Sioux Falls, Madison, Mitchell, New Ulm	1315
25	Brookings, Huron, Mitchell, Sioux Falls	1316
26	Brookings, Huron, Mitchell	1317
26	Incoming—, Brookings, Madison, Mitchell, Huron, Miller	1318
28	Sioux Falls, Mitchell, Madison, Springfield, Fairmont	1319
28	Brookings, Huron, Miller	1320A

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2	Brookings, Sioux Falls, Mitchell, Huron, Arlington	1321
3	Brookings, DeSmet, Huron, Miller	1322

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3	Sioux Falls, Mitchell, Madison	1323
4	Brookings, Sioux Falls, Mitchell, Huron	1324
5	Incoming—, Mitchell, Brookings, Madison, Huron	1325
7	Huron, Mitchell, DeSmet	1326
7	Brookings, Sioux Falls, Madison, Springfield	1327
8	Brookings, Sioux Falls, Mitchell, Salem, Yankton	1328
9	Brookings, Sioux Falls, Mitchell, Huron	1329
10	Sioux Falls, Mitchell, Madison, Flandreau	1330
10	Brookings, Huron, Miller, New Ulm	1331
11	Sioux Falls, Yankton, Mitchell, Huron, Brookings	1332
12	Incoming—, Madison, Salem, Mitchell, Yankton, Huron, Brookings, Sioux Falls	1333
14	Sioux Falls	1334
14	Brookings, Huron, Miller, Arlington	1335
14	Sioux Falls, Madison, Mitchell	1336
15	Brookings, Sioux Falls, Mitchell, Salem, Madison, Flandreau	1337
16	Brookings, Huron, Arlington	1338
16	Sioux Falls, Mitchell, Huron, Worthington	1339
17	Sioux Falls, Mitchell, Madison, Worthington	1340
17	Arlington, Brookings, Madison, Huron, Miller, Iroquois	1341A
18	Brookings, Huron, Mitchell, Sioux Falls	1341B
19	Huron, Mitchell, Sioux Falls, Madison, Brookings	1342
19	Incoming—, Sioux Falls, Mitchell, Madison, Huron, Brookings	1343A
21	Sioux Falls	1343B
21	Brookings, Madison, Huron, Miller, Marshall, New Ulm	1343C
22	Brookings, Sioux Falls, Mitchell, Huron	1344
23	Brookings, Huron, (Lake Preston, Arlington) Lamberton	1345
23	Sioux Falls, Mitchell, Madison, Redwood Falls	1346
24	Brookings, Huron, Miller, Pierre, Highmore, Harrold	1347
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26	Sioux Falls, Wentworth, Madison, Mitchell, Huron, Arlington, Brookings	1350
26	Incoming—, Sioux Falls, Mitchell, Madison, Miller, Brookings, Yankton	1351
28	Sioux Falls, Madison	1352
28	Brookings, Huron, Miller, Mitchell	1353
29	Brookings, Madison, Sioux Falls, Mitchell, Huron	1354
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31	Brookings, Madison, Huron, Miller	1357
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2	Brookings, Madison, Mitchell, Huron, Sioux Falls, Volga	1359
2	Incoming—, Sioux Falls, Huron, Salem, Madison, Brookings, Mitchell, Miller	1360A
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4	Sioux Falls, Madison, Mitchell, Salem	1361
5	Brookings, Sioux Falls, Mitchell, Huron	1362
6	Brookings, Huron	1363
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7	Sioux Falls, Madison, Salem	1364B
7	Brookings, Huron, Miller, Mitchell	1365
7	Sioux Falls, Yankton, Centerville, Vermillion	1366
8	Brookings, Huron, Mitchell, Madison, Alexandria	1367
8	Jackson, New Ulm, Marshall, Redwood Falls, Worthington	1368
8	Sioux Falls, Yankton, Mitchell, Huron, Brookings	1368
11	Lake Preston, Brookings, Huron, Madison, Miller, Mitchell, Arlington, DeSmet	1370
—	Incoming—, Miller, Huron, Mitchell, Brookings, Yankton, Sioux Falls	1369
12	Sioux Falls, Mitchell	1371
12	Brookings, Huron, (DeSmet, Lake Preston) Arlington	1372

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13	Brookings, Sioux Falls, Marshall, Worthington	1373
13	Huron, Marshall	1374A
14	Redwood Falls, Marshall, Madison, Huron, Miller	1374B
14	Brookings, Dell Rapids, Sioux Falls, Yankton, Mitchell.	1375
15	Brookings, Sioux Falls, Mitchell, Huron	1376
16	Incoming—, Mitchell, Sioux Falls, Yankton, Brookings, Huron, Miller, Madison, Salem	1377
18	Sioux Falls, Madison, (Flandreau)	1378
18	Brookings, Huron, Miller, Mitchell	1379
19	Brookings, Huron	1380
19	Sioux Falls, Madison, Flandreau	1381
20	Brookings, Huron, Mitchell, Salem	1382
21	Brookings, Madison, Redwood Falls	1383
21	Sioux Falls, Mitchell, Huron, Miller	1384
22	Brookings, Huron, Madison, Sioux Falls	1385
23	Sioux Falls, Mitchell, Huron, Brookings	1386
23	Sioux Falls, Worthington	1387
23	Incoming—, Madison, Salem, Mitchell, Brookings, Sioux Falls, Huron	1388
25	Huron, Miller, Mitchell, Salem	1389
25	Brookings, Sioux Falls, Madison, Wentworth	1390
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28	Huron, Miller, Highmore	1394
28	Brookings, Madison, Mitchell, Sioux Falls	1395
28	Brookings, Madison, Mitchell, Sioux Falls	1395
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30	Incoming—, Salem, Madison, Brookings, Huron, Mitchell, Sioux Falls	1397B

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2	Huron, Miller	1398
2	Brookings, Madison, Mitchell, Yankton	1400
2	Sioux Falls, Worthington	1399
3	Flandreau, Madison, Sioux Falls, Emery, Mitchell, Huron, Iro- quois, Brookings	1401
4	Brookings, Sioux Falls, Mitchell, Huron	1402
5	Brookings, Madison	1403
5	Sioux Falls, Mitchell, Huron, Miller	1404
6	Brookings, Sioux Falls, Mitchell, Huron	1405

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7	Brookings, Sioux Falls, Madison, Huron, Arlington	1406
7	Incoming—, Madison, Miller, Salem, Mitchell, Baltic, Huron, Brookings, Sioux Falls	1407
9	Brookings, Madison	1408
9	Sioux Falls, Mitchell, Huron, Miller, Arlington	1409
10	Brookings, Huron, Mitchell	1410
11	Sioux Falls, Madison, Huron, Mitchell	1411
12	Brookings, Huron, Miller	1412
12	Sioux Falls, Madison, Mitchell, (Fairmont)	1413
13	Brookings, Sioux Falls, Mitchell, Huron, Arlington	1414
13	Sioux Falls, Madison	1415
14	Sioux Falls, Brookings, Huron, Mitchell	1416
14	Incoming—, Mitchell, Brookings, Sioux Falls, Madison, Salem, Huron	1417
16	Miller, Huron, Mitchell	1418
16	Sioux Falls, Madison	1419
17	Brookings, Sioux Falls, Mitchell, Huron	1420
18	Sioux Falls, Madison, Huron, Mitchell	1421
19	Brookings, Huron, Miller, Mitchell	1422
19	Madison, Sioux Falls, Yankton, Flandreau	1423
20	Brookings, Sioux Falls, Mitchell, Huron	1424
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—	Incoming—, Miller, Mitchell, Yankton, Sioux Falls, Brookings, Huron, Salem	1426
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23	Huron, Miller	1429
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25	Sioux Falls, Mitchell, Worthington, Salem	1431
25	Brookings, Madison, Huron, Lake Preston, DeSmet	1432
26	Brookings, Sioux Falls, Yankton	1433
26	Brookings, Madison, Huron, Miller, Tracy	1434
26	Brookings, Sioux Falls, Mitchell	1436
27	Madison, Huron, Miller	1435
28	Brookings	1437
28	Incoming—, Sioux Falls, Mitchell, Brookings, Huron, Salem, Madison, Yankton	1438
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31	Huron, Mitchell, Bridgewater	1440
31	Brookings, Madison, Huron, Miller, Elkton, DeSmet	1439
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2	Sioux Falls, Madison	1444
2	Brookings, Huron, Miller, Mitchell	1445
3	Sioux Falls, Madison, Worthington	1446
3	Brookings, Huron, Mitchell	1447
—	Incoming—, Sioux Falls, Mitchell, Huron, Brookings, Madison, Salem	1449
4	Mitchell, Yankton; Sioux Falls, Dell Rapids, Brookings	1448
6	Brookings, Huron, Miller, St. Lawrence	1450
6	Brookings, Sioux Falls, Madison, Mitchell	1451
7	Brookings, Sioux Falls, Madison, Mitchell, Huron	1452
8	Brookings, Huron, Mitchell, Arlington	1453
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9	Madison, Huron, Miller, Mitchell	1455
9	Brookings	1456
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11	Brookings, Sioux Falls, Mitchell, Salem, Madison	1459
—	Incoming—, Mitchell, Sioux Falls, Huron, Miller, Brookings, Salem	1460
13	Brookings, Huron, Miller, Arlington, Lake Preston	1461
13	Brookings, Madison, Mitchell, Sioux Falls	1462
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15	Brookings, Madison, Mitchell	1464
16	Brookings, Esmond, Huron, Miller, St. Lawrence	1465
16	Madison, Dell Rapids, Sioux Falls, Mitchell	1466
17	Brookings, Huron, Mitchell	1467
17	Sioux Falls, Yankton, Worthington	1468
18	Sioux Falls, Mitchell, Salem, Wentworth, Worthington	1469
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20	Brookings, Madison, Sioux Falls, Mitchell	1472
21	Brookings, Huron, Mitchell, Sioux Falls, Arlington	1473
22	Salem, Brookings, Sioux Falls, Mitchell, Huron, Madison	1474
23	Brookings, Huron, Miller, Madison, DeSmet, Arlington	1475
23	Flandreau, Dell Rapids, Sioux Falls, Mitchell, Flandreau	1476
24	Sioux Falls, Mitchell, Huron, Worthington	1477
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—	Incoming—, Salem, Huron, Sioux Falls, Mitchell, Miller, Brookings	1479
27	Sioux Falls, Madison, Mitchell	1480
27	Brookings, Huron, Miller	1481
28	Brookings, Sioux Falls	1482

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29	Sioux Falls, Madison, Yankton	1483
29	Brookings, Huron, Mitchell	1484
30	Brookings, Sioux Falls	1485
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2	Sioux Falls, Brookings, Madison, Flandreau, Dell Rapids	1488
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8	Sioux Falls, Mitchell	1496
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9	Brookings, Huron, Mitchell, Yankton, Sioux Falls	1498
9	Incoming—, Brookings, Madison, Huron, Sioux Falls, Salem, Miller, Mitchell, Yankton	1499
11	Sioux Falls, Madison, Dell Rapids	1500
11	Brookings, Huron, Miller, Mitchell, Iroquois	1501
11	Sioux Falls	1502
12	Sioux Falls	1503
12	Brookings, Huron, Mitchell	1504
13	Brookings, Huron	1505
13	Madison, Mitchell, Sioux Falls, Worthington, Flandreau	1506
14	Sioux Falls, Madison, Mitchell	1507
14	Brookings, Huron, Miller, Arlington	1508
15	Brookings, Huron, Mitchell, Sioux Falls	1509

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16	Brookings, Cavour, Huron, Mitchell, Madison, Sioux Falls, Lake Preston	1510
16	Incoming—, Brookings, Mitchell, Miller, Sioux Falls, Huron, Dell Rapids, Salem	1511
18	Lake Preston, Brookings, Huron, Mitchell, Madison, Arlington, Flandreau	1512
19	Brookings, Madison, Huron	1513
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20	Brookings, Huron, Arlington	1515
20	Sioux Falls, Mitchell, Madison	1516
21	Brookings, Madison, Sioux Falls, Mitchell	1517
21	Brookings, Huron, Miller, Arlington	1518
22	Sioux Falls, Mitchell, Huron, Brookings	1519
23	Dell Rapids, Brookings, Sioux Falls, Mitchell, Madison	1520
23	Incoming—, Brookings, Madison, Huron, Yankton, Sioux Falls, Salem, Mitchell	1521
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25	Brookings, Huron, Miller, Mitchell	1523
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26	Brookings, Sioux Falls	1525
27	Sioux Falls, Madison, Worthington	1526
27	Brookings, Huron, Mitchell, Arlington	1527
28	Sioux Falls, Madison, Brookings	1528
28	Brookings, Huron, Miller, Mitchell	1529
29	Sioux Falls, Mitchell, Huron, Brookings	5230
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—	Incoming—, Huron, Mitchell, Brookings, Yankton, Miller, Madison, Sioux Falls	5242B
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23	Brookings, Huron, Lake Preston	5270
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23	Brookings, Huron, Arlington, New Ulm	5319
23	Sioux Falls, Madison, Mitchell	5320
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26	Brookings, Huron, DeSmet	5323
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27	Brookings, Arlington, Huron, Mitchell, Madison, Salem	5325
28	Sioux Falls, Mitchell, Huron, Madison	5326
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10 Brookings, Madison, Mitchell	5347
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12 Brookings, Madison, Mitchell, Huron	5351
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14 Brookings, Huron	5355
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18 Sioux Falls, Worthington	5361
18 Brookings, Huron, Mitchell	5362
19 Brookings, Madison, Sioux Falls, Yankton, Mitchell	5363
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27 Brookings, Huron, Madison, Sioux Falls	5374
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28 Brookings, Huron, Mitchell, Arlington, DeSmet	5378
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SHOWING REFERENCES ONLY TO MINNESOTA POINTS

1935

- May 1. Atkinson, Minnesota
- 2. Hill City, Minnesota
- 7. Baker, Minnesota
- 3. Hill City, Minnesota
- 6. Hill City, Minnesota
- 9. Baker, Minnesota
- 14. Hill City, Minnesota
- 15. Hill City, Minnesota
- 21. Hill City, Minnesota
- June 15. Marshall, Minnesota
- 26. Marshall, Minnesota

1937

- March 5. Gibbons, Gaylord, Adrian, Minnesota
- 16. Norwood, Minnesota
- 27. Albert Lea, Minnesota
- April 3. Sleepy Eye, Minnesota
- June 26. Tracy, Minnesota
- July 16. Jackson, Minnesota
- September 18. Worthington, Minnesota
- October 6. Balaton, Lamberton, Minnesota
- November 1. Lamberton, Minnesota
- 5. Springfield, Minnesota
- 8. Worthington, Minnesota
- 24. Slayton, Minnesota
- December 2. Worthington, Minnesota
- 17. Jackson, Worthington, Minnesota
- 23. Lake Crystal, Fairmont, Minnesota

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1938

- January 5. Tracy, Minnesota
- 25. Jackson, Minnesota
- February 7. Worthington, Minnesota
- 10. Fairmount, Mankato, Minnesota

1938

- 11. Ivanhoe, Minnesota
- 19. Worthington, Mankato, Minnesota
- 28. Springfield, Fairmount, Minnesota
- March 1. Redwood Falls, Minnesota
- 7. Springfield, Minnesota
- 16. Worthington, Minnesota
- 17. Worthington, Minnesota
- 23. Lamberton, Redwood Falls, Minnesota
- April 8. Jackson, New Ulm, Marshall, Redwood Falls, Worthington, Minnesota
- 13. Marshall, Worthington, Minnesota
- 14. Redwood Falls, Marshall, Minnesota
- 23. Worthington, Minnesota
- May 2. Worthington, Minnesota
- 12. Fairmount, Minnesota
- 25. Worthington, Minnesota
- 26. Tracy, Minnesota
- June 3. Worthington, Minnesota
- 8. Worthington, Minnesota
- 17. Worthington, Minnesota
- 18. Worthington, Minnesota
- 24. Worthington, Minnesota
- July 13. Worthington, Minnesota
- 27. Worthington, Minnesota
- August 24. Worthington, Minnesota
- September 8. Worthington, Minnesota
- 12. Worthington, Minnesota
- October 12. Worthington, Minnesota
- 17. Worthington, Minnesota
- November 3. Worthington, Minnesota
- 7. Worthington, Minnesota

[fol 201]

STTEE EXHIBIT No. 14—"SHOWING NUMBER OF SHIPMENTS CARRIED BY APPLICANT EACH MONTH, BY REFERENCE TO PRO NUMBERS IN FREIGHT BILLS ISSUED, FOR YEARS 1936, 1937 AND 1938."

Months	1936		Difference
	Beginning PRO. NO.	Ending PRO. NO.	
January	4285	4999	714
February	5000	5499	499
March	5500	6225	725
April	6226	6939	713
May	6940	7758	818
June	7759	8708	946
July	8707	9639	932
August	9640	10596	956
September	10597	11713	1116
October	11714	12940	1226
November	12941	14031	1090
December	14032	14982	950

Total 10,685

Months	1937		Difference
	Beginning PRO. NO.	Ending PRO. NO.	
January	14983	15837	854
February	15838	16587	749
March	16588	17691	1103
April	17692	18647	955
May	18648	19591	943
June	19592	20523	931
July	20524	21431	907
August	21432	22453	1026
September	22459	23624	1165
October	23625	24852	1227
November	24853	26173	1320
December	26174	27115	941

Total 12,121

Months	1938		Difference
	Beginning PRO. NO.	Ending PRO. NO.	
January	27116	28183	1067
February	28184	29302	1118
March	29304	30668	1364
April	30669	31975	1306
May	31976	33186	1210
June	33187	34457	1270
July	34458	35736	1278
August	35737	37342	1605
September	37343	39053	1710
October	39054	41112	2058
November	41113	42716	1603

Total 15,589

January through November, 1938.

[fol. 202]

STYER EXHIBIT No. 15

"Known Shipments Not Listed in Exhibit 3 (Abstract of Freight Bills) but Shown on Exhibit 7

These Shipments Are Shown on Manifests for April, May and June, 1935."

Origin	Destination	Date	Commodity	Pro	Connecting Point
Minneapolis	Huron	4/16/35	Groceries	none	
Minneapolis	Madison	4/24	Gas	none	
Minneapolis	Mitchell	5/1	Gas	none	
Atkinson, Minn.	Huron	5/1	Potatoes	none	
Minneapolis	Huron	5/3	Groceries	none	
Hill City, Minn.	Huron	5/3	Potatoes	none	
Minneapolis	Huron	5/5	Groceries	none	
Minneapolis	Brookings	5/5	Merchandise	none	
Minneapolis	Aberdeen	5/5	Candy	none	
Hill City, Minn.	Huron	5/6	Potatoes	none	
Baker, Minn.	Huron	5/7	Potatoes	none	
St. Paul	Brookings	5/8	Meat prod.	none	
Baker, Minn.	Huron	5/9	Potatoes	none	
Minneapolis	Brookings	5/10	Merchandise	33	
Chicago	Aberdeen	5/13	Candy	48	St. Paul
Hill City, Minn.	Huron	5/14	Potatoes	58	
St. Paul	Brookings	5/15	Meat prod.	78	
Hill City, Minn.	Huron	5/15	Potatoes	71	
St. Paul	Brookings	5/17	Merchandise	104	
Hill City, Minn.	Huron	5/21	Potatoes	none	
Madison	Minneapolis	5/21	Gas	121	
Mitchell	Chicago	6/1	Eggs	none	St. Paul
Minneapolis	Sioux Falls	6/6	Tires	none	
Minneapolis	Sioux Falls	6/7	Tires	none	
St. Paul	Brookings	6/7	Meat products	326	
Sioux Falls	St. Paul	6/10	Printing mach.	none	
Buffalo, N. Y.	Huron	6/22	Wax	none	St. Paul
Minneapolis	Sioux Falls	6/26	Tubular rails	2119	
Minneapolis	Madison	6/29	Bronze tablet	2150	
Hill City, Minn.	Huron	5/2	Potatoes	none	

[fol. 203]

STYER EXHIBIT No. 16

"Supplement to Exhibit 3, Showing Additional Shipments Carried by Applicant in March and April, 1935, Between the Origin and Destination Points Shown."

Origin	Destination	Date	Commodity & Wt.	Pro	Inter-change Point
Minneapolis	Huron	3/29/35	Gas 1,384 lb.	None	
Minneapolis	Mitchell	3/29	Gas 3,000 "	"	
So. St. Paul	Huron	3/26	Milk 8,964 "	1476	
Minneapolis	Mitchell	4/3	Gas 960 "	None	
Mitchell	So. St. Paul	4/5	Eggs 21,280 "	"	
Minneapolis	Mitchell	4/6	Gas 1,545 "	"	
Minneapolis	Madison	4/6	Gas 656 "	"	
Mitchell	So. St. Paul	4/7	Eggs 22,080 "	"	
Mitchell	So. St. Paul	4/8	Eggs 17,920 "	"	
Mitchell	So. St. Paul	4/8	Eggs 10,080 "	"	
Mitchell	So. St. Paul	4/10	Eggs 12,000 "	"	
Mitchell	So. St. Paul	4/10	Eggs 12,320 "	"	
Minneapolis	Huron	4/10	Gas 920 "	"	
Mitchell	So. St. Paul	4/11	Eggs 17,120 "	"	
Mitchell	So. St. Paul	4/13	Eggs 14,880 "	"	
St. Paul	Huron	4/18	Lumber 16,112 "	"	
Minneapolis	Madison	4/22	Gas 440 "	"	
Minneapolis	Madison	4/24	Gas 480 "	"	

This supplement was compiled from records from the files of the following companies:

Commercial Gas Co.....	Minneapolis
Minnesota Box Co.....	St. Paul
Armour & Co.....	South St. Paul
Armour Creameries.....	Mitchell, S. D.

[fol. 204]

STYER EXHIBIT No. 17

Supplement to Exhibit 7, Showing Additional Trips Made by Applicant in April and May, 1935, Between Minneapolis and St. Paul, Minnesota, and the South Dakota Points Shown.

[fol. 205]

April 1935

Footnote

1	Mitchell, Huron	1
2	(Incoming) Mitchell	1
3	Mitchell	2
5	Mitchell (Incoming, these two ship-	2
5	Mitchell ments—wt. 21,280 lbs.)	2
6	Huron, Mitchell, Madison	2, 1
7	Mitchell (Incoming, these two ship-	2
7	Mitchell ments—wt. 22,080 lbs.)	2
8	Mitchell (10,080 lbs.)	1
9	Brookings, Huron	1
10	Mitchell (Incoming, these two ship-	2
10	Mitchell ments—wt. 24,320 lbs.)	2
10	Huron	2
11	(Incoming) Mitchell, 17,120 lbs.	2
13	(Incoming) Mitchell, 14,880 lbs.	2
15	Mitchell, Huron, Brookings	1
16	(Incoming) Huron	1
18	Huron 16,112 lbs.	2
19	Huron	1
20	Brookings	1
22	Mitchell, Brookings, Madison	1, 2
23	(Incoming) Mitchell, Huron	1
25	Huron, Mitchell	1

May 1935

1	Brookings	1
2	Mitchell	1
2	(Incoming) Mitchell	1
3	(Incoming) Huron	1
7	(Incoming) Huron, Mitchell	1
9	(Incoming) Mitchell, to.	1
11	(Incoming) Mitchell	1
11	Mitchell, Huron	1
13	(Incoming) Madison, Huron	1, 3
14	(Incoming) Huron, Mitchell	1
15	(Incoming) Huron	1
17	(Incoming) Mitchell	1
18	(Incoming) Huron, Mitchell	1
20	(Incoming) Madison, Mitchell	1
23	Huron, Brookings, Mitchell	1
24	(Incoming) Mitchell, Huron	1
23	(Incoming) Huron	1
27	(Incoming) Huron	1, 3
29	(Incoming) Mitchell, Miller, Huron	1
31	(Incoming) Huron	1

- 1 Refers to reconstruction from bills in our files
 2 Refers to reconstruction from records of customers
 3 Refers to reconstruction from manifests in our files

[fol. 206]

June 1935

		Footnote
3	(Incoming) Mitchell, Huron	1
4	(Incoming) Mitchell	1
5	(Incoming) Mitchell, Huron	1
7	(Incoming) Mitchell, Huron	1
8	(Incoming) Mitchell, Huron	1, 3
10	(Incoming) Huron	1
12	(Incoming) Huron	1
13	(Incoming) Mitchell	1
14	(Incoming) Huron	1
16	(Incoming) Mitchell	1
18	(Incoming) Huron	1
19	(Incoming) Mitchell	1
20	(Incoming) Mitchell	1
21	(Incoming) Huron	1
22	(Incoming) Wallace, S. D., Mitchell	1
23	(Incoming) Mitchell	1
24	(Incoming) Huron	1
26	(Incoming) Mitchell	1
27	(Incoming) Huron	1
1	Refers to reconstruction from bills in our files	
2	Refers to reconstruction from records of customers	
3	Refers to reconstruction from manifests in our files	

[fol. 207]

ABSTRACT OF STYER EXHIBIT No. 18

This exhibit is entitled: "Abstract of Freight Bills Showing Shipments Carried by Applicant Between October 16, 1935, and December 31, 1935, Inclusive."

This abstract shows, for each month covered by the exhibit, the number of shipments of general commodities carried by Styer between the listed origins and destinations or interchange points. Where an interchange point is shown it indicates that Styer there received from or delivered to another carrier a shipment originating or terminating beyond such interchange point.

At the end of this abstract is a more detailed statement from the exhibit showing all shipments to or from Minnesota points, exclusive of the Twin Cities.

[fol. 208]

EXHIBIT 18

Origin	Destination	No. of Shipments	Interchange Point
October, 1935			
Huron	St. Paul	7	
Mitchell	Minneapolis	3	
Mitchell	St. Paul	7	
St. Paul	Huron	54	
Minneapolis	Huron	78	
Minneapolis	Iroquois, S. D.	3	
Minneapolis	Mitchell	27	
St. Paul	Mitchell	40	
St. Paul	Brookings	7	
Minneapolis	Forestburg, S. D.	1	
Minneapolis	Yankton	4	
Duluth	Parkston	2	St. Paul
So. St. Paul	Huron	6	
St. Paul	Emery, S. D.	1	
Huron	Minneapolis	17	
Huron	Chicago	4	St. Paul
Eau Claire, Wis.	Huron	6	St. Paul
Eau Claire, Wis.	Mitchell	8	St. Paul
Minneapolis	Brookings	12	
Minneapolis	Sioux Falls	10	

Origin	Destination	No. of Shipments	Interchange Point
Minneapolis	Rapid City	1	Sioux Falls
Duluth	Mitchell	5	St. Paul
Duluth	Davis, S. D.	1	St. Paul
Minneapolis	Pierre	1	
Chicago	Huron	3	St. Paul
Columbus, O.	Huron	2	St. Paul
St. Paul	Sioux Falls	3	
Minneapolis	Arlington	3	
St. Paul	Vermillion	1	
Dodge Center	Huron	1	
St. Paul	Yankton	4	
Duluth	Hartford	3	St. Paul
Huron	Aitkin	1	
Huron	Brownston	1	
Mitchell	Chicago	2	St. Paul
Mitchell	Kenosha	2	St. Paul
Mitchell	Racine	2	St. Paul
Mitchell	Waukegan	2	St. Paul
St. Paul	Pierre	1	Huron
St. Paul	Lennox	1	
St. Paul	Aberdeen	1	Huron
Minneapolis	De Smet	2	
Duluth	Colton	1	St. Paul
St. Paul	Minneapolis	1	
Columbus	De Smet	1	St. Paul
Akron, O.	Huron	1	St. Paul
Minneapolis	Madison	1	
Minneapolis	Mennö	1	

[fol. 209]

November, 1935

Minneapolis	Brookings	41	
St. Paul	Mitchell	58	
Minneapolis	Mitchell	58	
So. St. Paul	Huron	12	
Duluth	Mitchell	10	St. Paul
St. Paul	Huron	83	
Minneapolis	Huron	146	
Chicago	Sioux Falls	5	St. Paul
Mitchell	Minneapolis	2	
Mitchell	St. Paul	10	
Huron	St. Paul	7	
St. Paul	Yankton	6	
Eau Claire, Wis.	Huron	4	St. Paul
St. Paul	Pierre	4	Huron
Sioux Falls	St. Paul	1	
St. Paul	Brookings	11	
Minneapolis	Arlington	3	
St. Paul	Sioux Falls	8	
Minneapolis	Sioux Falls	11	
Minneapolis	Chamberlain	2	
Mitchell	Waukegan	2	St. Paul
Mitchell	Kenosha, Wis.	2	St. Paul
Mitchell	Racine, Wis.	2	St. Paul
Huron	Minneapolis	22	
Huron	Chicago	8	St. Paul
Mitchell	Chicago	1	St. Paul
Brookings	Minneapolis	1	
Minneapolis	Yankton	9	
Minneapolis	Miller	1	
Sioux Falls	Minneapolis	1	
Chicago	Flandreau	1	St. Paul
Minneapolis	Pierre	1	Huron
Minneapolis	St. Paul	1	
Chicago	Pierre	1	St. Paul

Origin	Destination	No. of Shipments	Interchange Point
Chicago	Huron	7	St. Paul
Chicago	Mitchell	4	St. Paul
Mitchell	Hastings, Nebr.	1	St. Paul
Mitchell	Duluth	1	St. Paul
Eau Claire, Wis.	Mitchell	4	St. Paul
Chicago	Brookings	4	St. Paul
Wilkes Barre	Huron	2	St. Paul
Minneapolis	Lake Preston	1	
Akron, Ohio	Huron	11	St. Paul
Minneapolis	Iroquois	2	
Minneapolis	Madison	3	
Duluth	Colton	1	St. Paul
Marshall	Huron	1	
Minneapolis	Forestburg	1	
St. Paul	Miller	1	
Mitchell	Huron	1	
Akron, Ohio	Mitchell	4	St. Paul
Akron, Ohio	Sioux Falls	3	St. Paul
Yankton	Minneapolis	1	
Huron	Montevideo	1	
St. Paul	Vermillion	1	
St. Paul	Canton	1	
South Bend, Ind.	Huron	1	St. Paul
Pontiac, Mich.	Mitchell	1	St. Paul
Minneapolis	Bhnt	1	
St. Paul	Rapid City	2	
Minneapolis	Colton	1	
Minneapolis	Scotland, S. D.	1	
Minneapolis	Carpenter	1	
Marshall	Huron	1	
Winona	Huron	1	St. Paul
Chicago	Beresford	1	St. Paul
Minneapolis	De Smet	1	
Akron, Ohio	Madison	1	St. Paul

[fol. 210]

December, 1935

Huron	Minneapolis	25	
Mitchell	Minneapolis	3	
Mitchell	St. Paul	14	
Chicago	Sioux Falls	8	St. Paul
Columbus	Huron	1	St. Paul
Minneapolis	Mitchell	47	
Minneapolis	Huron	138	
St. Paul	Mitchell	69	
Minneapolis	Yankton	4	
Minneapolis	Hartford	1	
St. Paul	Sioux Falls	24	
St. Paul	Huron	86	
Minneapolis	Brookings	42	
Chicago	Huron	3	St. Paul
Minneapolis	Pierre	1	
Akron, Ohio	Huron	6	St. Paul
Minneapolis	Sioux Falls	11	
St. Paul	Brookings	19	
Columbus, Ohio	Sioux Falls	1	St. Paul
Huron	Chicago	5	
Huron	So. St. Paul	2	
St. St. Paul	Huron	9	
St. Cloud	Huron	1	St. Paul
Winona	Huron	2	St. Paul
Eau Claire	Sioux Falls	5	St. Paul
St. Paul	Rapid City	2	
Akron, Ohio	Sioux Falls	3	St. Paul
Minneapolis	Forestburg, S. D.	1	

Origin	Destination	No. of Shipments	Interchange Points
Duluth	Mitchell	8	St. Paul
Eau Claire	Huron	4	St. Paul
Eau Claire	Mitchell	4	St. Paul
Huron	St. Paul	9	
Yankton	Minneapolis	1	
Rapid City	Mankato	1	
Minneapolis	Madison	2	
Minn. Transfer	Vermillion	1	
St. Paul	Yankton	1	
Minneapolis	Iroquois	4	
Huron	Montevideo	1	
St. Paul	Lake Preston	1	
St. Paul	Pierre	1	
Minneapolis	Volga	1	
Albert Lea	Brookings	1	
Duluth	Brookings	1	St. Paul
Minneapolis	Forestburg	1	
Brookings	Minneapolis	1	
Huron	Minn. Transfer	3	
Brookings	St. Paul	1	
St. Paul	Vermillion	1	
Chicago	Vermillion	1	St. Paul
St. Paul	Chamberlain	1	Mitchell
Duluth	Humbolt	1	St. Paul
Duluth	Hartford	1	St. Paul
St. Paul	Beresford	1	
St. Paul	Yankton	4	
Minneapolis	Beresford	1	
Akron, Ohio	Mitchell	5	St. Paul
[fol. 211]			
Minneapolis	Highmore	1	
Minneapolis	De Smet	1	
Huron	Duluth	1	
Fargo, N. D.	Huron	1	
Minneapolis	Arlington	1	
Chicago	Mitchell	1	St. Paul
Huron	Brookings	1	
Huron	St. Louis Park	1	
Chicago	Brookings	1	St. Paul

[fol. 212] PARTIAL ABSTRACT OF STYER EXHIBIT No. 18

Showing All Shipments to and from Minnesota Points Exclusive of the Twin Cities

Date	Origin	Destination	Commodity
Oct. 19, 1935	Dodge Center, Minn.	Huron, S. D.	Canned Goods
Dec. 10, 1935	Rapid City, S. D.	Mankato, Minn.	Beer empties
Dec. 12, 1935	Huron, S. D.	Montevideo, Minn.	Poultry

[fol. 213]

ABSTRACT OF STYER EXHIBIT No. 19

This exhibit is entitled: "Abstract of Freight Bills Showing Shipments Carried by Applicant in Month of October, 1938."

This abstract shows, for the month covered by the exhibit, the number of shipments of general commodities carried by Styer between the listed origins and destinations or interchange points. Where an interchange point is shown it indicates that Styer there received from or delivered to another carrier a shipment originating or terminating beyond such interchange point.

At the end of this abstract is a more detailed statement from the exhibit showing all shipments to or from Minnesota points exclusive of the Twin Cities.

[fol. 214]

Origin	Destination	Number of Ship- ments	Interchange Points
October, 1938			
St. Paul	Mitchell	89	
St. Paul	Huron	49	
St. Paul	Madison	42	
St. Paul	Brookings	69	
St. Paul	Sioux Falls	88	
St. Paul	Yankton	22	
St. Paul	Humbolt	1	
St. Paul	Pierre	1	Huron
St. Paul	Ethan, S. Dak.	1	
St. Paul	Redfield	1	Huron
St. Paul	De Smet	3	
St. Paul	Viborg, S. Dak.	1	
St. Paul	Salem	4	
St. Paul	Gregory	1	
St. Paul	Irene	1	
St. Paul	Arlington	1	
St. Paul	Flandreau	1	
St. Paul	Wessington Springs	1	
St. Paul	Beresford	1	
St. Louis	Brookings	4	St. Paul
St. Louis	Mitchell	6	St. Paul
St. Louis	Sioux Falls	22	St. Paul
St. Louis	Yankton	2	St. Paul-Sioux Falls
St. Louis	Huron	8	
St. Louis	Tripp, S. Dak.	1	Mitchell
St. Louis	Vermillion	1	
St. Louis Park	Huron	1	
St. Louis	Madison	1	St. Paul
Chicago	Luverne	1	St. Paul
Chicago	Beresford	2	
Chicago	Howard	1	
Chicago	Highmore	1	
Cincinnati, Ohio	Canton, S. Dak.	2	St. Paul
Cleveland, Ohio	Mitchell	1	St. Paul
Columbus, Ohio	Brookings	2	St. Paul
Cincinnati, Ohio	Sioux Falls	2	St. Paul
Arlon, Ohio	Sioux Falls	9	
Chicago	Mitchell	26	St. Paul
Chicago	Flandreau	2	St. Paul
Chicago	Yankton	32	St. Paul
Chicago	Springfield, S. Dak.	1	Sioux Falls-St. Paul
Chicago	Menno, S. Dak.	1	St. Paul
Chicago	Sioux Falls	179	St. Paul
Chicago	Chamberlain, S. D.	1	St. Paul-Sioux Falls
Chicago	Pierre, S. Dak.	10	Huron
Chicago	Gregory	1	St. Paul
Chicago	Huron	71	St. Paul
Chicago	Winner	5	St. Paul
Chicago	Madison	14	St. Paul
Chicago	Canton, S. Dak.	2	St. Paul
Chicago	Brookings	30	St. Paul
Chicago	Dell Rapids, S. Dak.	2	St. Paul
Chicago	Arlington	1	St. Paul
Chicago	Hot Springs, S. Dak.	1	Huron-St. Paul
Chicago	Wentworth	1	St. Paul
Chicago	Redfield, S. Dak.	2	St. Paul-Huron
Chicago	Armour, S. Dak.	2	St. Paul-Mitchell
Chicago	Tindall, S. Dak.	1	St. Paul-Mitchell
Chicago	Vermillion	12	St. Paul
Columbus, Ohio	Huron	3	St. Paul
Cincinnati, Ohio	Huron	1	St. Paul
Barberton, Ohio	Pierre	1	St. Paul-Huron

[fol. 215]

Origin	Destination	Number of Ship- ments	Interchange Points
October, 1938 (Cont.)			
Akron, Ohio	Huron	1	St. Paul
Cleveland, Ohio	Huron	4	St. Paul
Akron, Ohio	Vermillion	2	St. Paul
Columbus, Ohio	Sioux Falls	8	St. Paul
Barberton, Ohio	Yankton	1	St. Paul
Akron, Ohio	Mitchell	4	St. Paul
Akron, Ohio	Brookings	3	St. Paul
Barberton, Ohio	Madison	1	St. Paul
Columbus, Ohio	Mitchell	1	St. Paul
Akron, Ohio	Canton	1	St. Paul
Columbus, Ohio	Yankton	1	St. Paul
Akron, Ohio	Iroquois	2	St. Paul
Akron, Ohio	Highmore, S. Dak.	1	St. Paul
Cincinnati, Ohio	Arlington	1	St. Paul
Minneapolis	Chamberlain	2	Huron
Minneapolis	Kimball	1	
Minneapolis	Virgil, S. Dak.	1	
Minneapolis	Canton	1	
Minneapolis	Redfield, S. Dak.	1	Huron
Detroit, Mich.	Chamberlain	2	St. Paul-Huron
Jackson, Mich.	Sioux Falls	2	St. Paul
Indianapolis	Platte, S. Dak.	1	St. Paul
Indianapolis	Gann Valley	1	St. Paul
Indianapolis	Vermillion	1	St. Paul
Minneapolis	Yankton	20	
Minneapolis	Onida	1	
Minneapolis	Mount Vernon, S. Dak.	1	
Minneapolis	Wessington	1	
Minneapolis	Davis, S. Dak.	1	
Minneapolis	Madison	34	
Minneapolis	Centerville	1	
Minneapolis	Elk Point	1	
Minneapolis	Trent, S. Dak.	1	
Minneapolis	Pierre	4	Huron
Minneapolis	Seneca	1	
Minneapolis	Sioux Falls	75	
Minneapolis	Irene	1	
Minneapolis	Huron	99	
Minneapolis	Brookings	89	
Minneapolis	Arlington	7	
Minneapolis	Vermillion	1	
Minneapolis	Mitchell	70	
Minneapolis	De Smet	4	
Minneapolis	Flandreau	4	
Minneapolis	Tyndall	1	
Minneapolis	Dell Rapids	1	
Minneapolis	Iroquois	1	
Minneapolis	Highmore	3	
Minneapolis	Gettysburg	4	
Minneapolis	Lake Preston	1	
Minneapolis	Wessington Springs	2	
Minneapolis	Salem	2	
Minneapolis	Howard	3	
Minneapolis	Scotland	1	
Minneapolis	Marion	1	
Sioux Falls	St. Paul	16	
Sioux Falls	Minneapolis	9	
Sioux Falls	Chicago	3	St. Paul
Sioux Falls	Rockford, Ill.	1	St. Paul
Sioux Falls	St. Louis	1	St. Paul

Origin	Destination	Number of Ship- ments	Interchange Points
Fort Wayne	Brookings	2	
Fort Wayne	Sioux Falls	4	
Kalamasoo	Mitchell	2	St. Paul

October, 1938 (Cont.)

Detroit	Sioux Falls	5	St. Paul
Detroit	Yankton	1	St. Paul
Detroit	Huron	4	St. Paul
Indianapolis	Dell Rapids	1	St. Paul
Indianapolis	Onida, S. Dak.	1	St. Paul
Griffith, Ind.	Sioux Falls	4	St. Paul
Zion, Ind.	Sioux Falls	1	St. Paul
Lansing, Mich.	Brookings	1	St. Paul
Holland, Mich.	Brookings	1	St. Paul
Holland, Mich.	Valley Springs	1	St. Paul
Detroit	Mitchell	6	St. Paul
Muskegon, Mich.	Yankton	1	St. Paul
Indianapolis	Sioux Falls	7	St. Paul
South Bend	Sioux Falls	1	St. Paul
Indianapolis	Huron	1	St. Paul
Flat Rock, Mich.	Sioux Falls	1	St. Paul
Mitchell	Chicago	10	St. Paul
Mitchell	Minneapolis	5	
Mitchell	St. Paul	7	
Mitchell	South St. Paul	1	
Mitchell	Eau Claire	1	St. Paul
Eau Claire	Madison	4	St. Paul
Brainerd, Minn.	Mitchell	1	St. Paul
Tonawanda, N. Y.	Sioux Falls	1	St. Paul
Eau Claire	Yankton	12	St. Paul
Eau Claire	Sioux Falls	13	St. Paul
Zion, Ill.	Sioux Falls	1	St. Paul
Eau Claire	Mitchell	7	St. Paul
Eau Claire	Huron	6	St. Paul
Owensboro, Ky.	Sioux Falls	1	St. Paul
Eau Claire	Brookings	7	St. Paul
Bridgeport, Conn.	Sioux Falls	1	St. Paul
Tona, N. Y.	Sioux Falls	1	St. Paul
New York	Sioux Falls	3	St. Paul
New York	Yankton	1	St. Paul
Jaxson, Fla.	Sioux Falls	1	St. Paul
Stl. Crk., Mich.	Huron	1	St. Paul
New Haven	Huron	1	St. Paul
New York	Mitchell	1	St. Paul
Dubuque	Pierre	3	St. Paul
Des Moines	Mitchell	3	St. Paul
Clinton, Ia.	Huron	1	St. Paul
Clinton, Ia.	Sioux Falls	6	St. Paul
Clinton, Ia.	Yankton	1	St. Paul
Des Moines	Sioux Falls	7	St. Paul
Des Moines	Yankton	2	St. Paul
Des Moines	Huron	1	St. Paul
Des Moines	Madison	1	St. Paul
Des Moines	Brookings	1	St. Paul
Des Moines	Arlington	1	St. Paul
Carthage, Mo.	Sioux Falls	1	St. Paul
Hastings	Brookings	1	
Salem, S. Dak.	St. Paul	4	
Cedar Rapids, Ia.	Sioux Falls	1	St. Paul
Cedar Rapids, Ia.	Mitchell	1	St. Paul
Dubuque, Ia.	Sioux Falls	6	St. Paul
Dubuque	Huron	3	St. Paul

Origin	Destination	Number of Ship- ments	Interchange Points
Dubuque	Yankton	3	St. Paul
Dubuque	Mitchell	2	St. Paul
Dubuque	Madison	2	St. Paul
Dubuque	Onida	1	St. Paul
Dubuque	Mandreaux	2	St. Paul
Dubuque	Brookings	1	St. Paul

[fol. 217]

October, 1938 (Cont.)

Davenport, Ia.	Mitchell	1	St. Paul
Davenport	De Smet	2	St. Paul
Davenport	Wessington Springs	1	St. Paul
Davenport	Sioux Falls	11	St. Paul
Davenport	Artesian, S. Dak.	1	St. Paul
Davenport	Madison	3	St. Paul
Davenport	Howard	1	St. Paul
Davenport	Bridgewater	1	St. Paul
Davenport	Parkston	1	St. Paul
Davenport	Colome, S. Dak.	2	St. Paul
Davenport	Tyndall	1	St. Paul
Davenport	Brookings	1	St. Paul
Davenport	Huron	1	St. Paul
Davenport	Alpena	2	St. Paul
Davenport	Woonsocket, S. Dak.	1	St. Paul
Davenport	Highmore	1	St. Paul
Davenport	Wessington	1	St. Paul
Davenport	Miller	1	St. Paul
Davenport	Harrold	1	St. Paul
Davenport	Faulton	1	St. Paul
Davenport	Spencer	1	St. Paul
Davenport	Centerville, S. Dak.	1	St. Paul
Davenport	Salem	1	St. Paul
Davenport	Plankinton, S. Dak.	1	St. Paul
Davenport	Humbolt, S. Dak.	1	St. Paul
Rockford	Sioux Falls	1	St. Paul
Freeport, Ill.	Sioux Falls	2	St. Paul
Freeport, Ill.	Mitchell	5	St. Paul
Rock Island	Brandt, S. Dak.	1	St. Paul
Rock Island	Sioux Falls	11	St. Paul
Rock Island	Winner	1	St. Paul
Rock Island	Brookings	1	St. Paul
Rock Island	Armour, S. Dak.	1	St. Paul
Rock Island	Dell Rapids	2	St. Paul
Rock Island	Rockham, S. Dak.	1	St. Paul
East Moline, Ill.	Sioux Falls	1	St. Paul
Moline, Ill.	Sioux Falls	1	St. Paul
Centralia, Ill.	Brookings	1	St. Paul
Coal City, Ill.	Mitchell	1	St. Paul
Huron	Minneapolis	10	
Huron	St. Paul	5	
Huron	South St. Paul	5	
Huron	Chicago	1	St. Paul
Huron	Anoka	1	
South St. Paul	Huron	5	
South St. Paul	Mitchell	7	
Winona, Minn.	Mitchell	1	St. Paul
Duluth	De Smet	1	St. Paul
Winona, Minn.	Madison	3	St. Paul
Winona, Minn.	Brookings	4	St. Paul
Winona, Minn.	Wentworth, S. Dak.	2	St. Paul
St. Cloud, Minn.	Mitchell	1	St. Paul
St. Cloud, Minn.	Huron	1	
Minnesota Transfer	Brookings	1	

Origin	Destination	Number of Shipments	Interchange Points
Minnesota Transfer	Huron	1	
Minnesota Transfer	Mitchell	1	
Brookings	Wittenberg, Wis.	1	St. Paul
Brookings	Minneapolis	14	
Dell Rapids	Minneapolis	1	
Brookings	St. Paul	2	

[fol. 218]

October, 1938 (Cont.)

Brookings	Eau Claire	1	St. Paul
Bun Prairie, Wis.	Sioux Falls	2	St. Paul
Anoka, Minn.	Huron	1	
Anoka, Minn.	Mitchell	1	
Anoka, Minn.	Brookings	1	
Anoka, Minn.	Sioux Falls	1	
Wausau, Wis.	Sioux Falls	1	
Madison	St. Paul	4	
Madison	Mitchell	2	
Madison	Minneapolis	10	
Madison	Sioux Falls	2	
Madison	Huron	1	
La Crosse, Wis.	Madison	1	St. Paul
Milwaukee, Wis.	Sioux Falls	5	St. Paul
Milwaukee	Brookings	4	
Milwaukee	Worthington, Minn.	3	
Milwaukee	Huron	6	
Milwaukee	Yankton	1	
Marshalltown, Ia.	Sioux Falls	1	St. Paul
Kansas City	Brookings	2	St. Paul
Racine, Wis.	Sioux Falls	2	St. Paul
Bloomer, Wis.	Mitchell	1	St. Paul
Kansas City	Mitchell	3	St. Paul
Kansas City	Huron	2	St. Paul
Kansas City	Sioux Falls	1	St. Paul
Yankton	Eau Claire	1	St. Paul
Yankton	Minneapolis	3	
East St. Louis	Sioux Falls	1	St. Paul
Ralston	Huron	1	
Racine, Wis.	Huron	1	St. Paul
Milwaukee	Madison	2	St. Paul
Pierre	Minneapolis	1	Huron
Milwaukee	Mitchell	1	St. Paul
Vermillion	Chicago	1	St. Paul

[fol. 219]

ABSTRACT OF STYER EXHIBIT No. 20

This exhibit is entitled: "Abstract of Freight Bills Showing Shipments Carried by Applicant in Month of November, 1938."

This abstract shows, for the month covered by the exhibit, the number of shipments of general commodities carried by Styer between the listed origins and destinations or interchange points. Where an interchange point is shown it indicates that Styer there received from or delivered to another carrier a shipment originating or terminating beyond such interchange point.

At the end of this abstract is a more detailed statement from the exhibit showing all shipments to or from Minnesota points, exclusive of the Twin Cities.

Origin	Destination	No. of Shipments	Interchange Points
[fol. 220] November, 1938			
Minneapolis	Sioux Falls	79	
Minneapolis	Brookings	87	
St. Paul	Mitchell	80	
Freeport, Ill.	Mitchell	8	St. Paul
Minneapolis	Mitchell	66	
Minneapolis	Yankton	17	Sioux Falls
Minneapolis	Huron	85	
Zion, Ill.	Sioux Falls	1	Minneapolis
Davenport, Ia.	Vermillion	2	St. Paul-Sioux Falls
Davenport	Yankton	3	St. Paul-Sioux Falls
St. Paul	Madison	47	
St. Paul	Sioux Falls	87	
St. Paul	Brookings	47	
Milwaukee	Worthington	7	Minneapolis
St. Paul	Huron	69	
Milwaukee	Brookings	3	Minneapolis
Minn. Transfer	Brookings	2	
East Moline	Sioux Falls	2	St. Paul
Des Moines	Yankton	2	St. Paul-Sioux Falls
Chicago	Sioux Falls	114	St. Paul
Chicago	Vermillion	9	St. Paul
Sioux Falls	St. Paul	11	
Sioux Falls	Minneapolis	5	
Minneapolis	Madison	43	
Minneapolis	Flandreau	6	
Minneapolis	Woonsocket, S. D.	1	
Detroit, Mich.	Sioux Falls	3	St. Paul
Detroit, Mich.	Huron	1	St. Paul
Detroit, Mich.	Pierre, S. D.	1	St. Paul
Minneapolis	De Smet	3	
Minneapolis	Redfield, S. D.	4	
Minneapolis	Tripp, S. D.	1	
Minneapolis	Hartford, S. D.	1	
Minneapolis	Chamberlain	4	
Minneapolis	Arlington	4	
Minneapolis	Washington Springs	2	
Chicago	Brookings	19	St. Paul
Chicago	Huron	34	St. Paul
Chicago	Redfield	4	St. Paul
Chicago	Yankton	18	St. Paul
Chicago	Madison	5	St. Paul
Chicago	Chamberlain	1	St. Paul
Madison, Ind.	Sioux Falls	1	Minneapolis
Madison	Minneapolis	7	
Madison	St. Paul	2	
St. Paul	Howard, S. D.	3	
St. Paul	Bridgewater, S. D.	2	
St. Paul	Yankton	26	
St. Paul	Woonsocket, S. D.	1	
So. St. Paul	Huron	7	
Eau Claire	Yankton	5	St. Paul-Sioux Falls
Eau Claire	Mitchell	9	St. Paul
Eau Claire	Brookings	4	St. Paul
Eau Claire	Sioux Falls	7	St. Paul
Eau Claire	Madison	3	St. Paul
Eau Claire	Huron	4	St. Paul
[fol. 221]			
Mitchell	West Bend, Ind.	1	St. Paul
Mitchell	St. Paul	8	
Mitchell	Minneapolis	10	

Origin	Destination	No. of Shipments	Interchange Points
November, 1938			
Brookings	Minneapolis	13	
Brookings	Shorewood, Wis.	1	St. Paul
Brookings	Olney, Ill.	1	St. Paul
Brookings	Redwing	1	St. Paul
Brookings	St. Paul	2	
Brookings	Kansas City	1	St. Paul
Chicago	Mitchell	17	St. Paul
Chicago	Fort Pierre	1	St. Paul
Chicago	Hartford, S. D.	1	St. Paul
Chicago	Armour	3	St. Paul
Chicago	Winner, S. D.	3	St. Paul
Chicago	Ravinia, S. D.	1	Minneapolis
Chicago	Gettysburg	1	Minneapolis
Chicago	Pierre	4	Minneapolis
Chicago	Lake Preston	1	Minneapolis
Chicago	Beresford	3	Minneapolis
Chicago	Valley Springs, S. D.	1	St. Paul
Chicago	Martin, S. D.	1	St. Paul
Chicago	Faulton, S. D.	1	St. Paul
Chicago	Dell Rapids, S. D.	1	St. Paul
Chicago	Parker	2	
Chicago	Tripp, S. D.	1	Minneapolis
Indianapolis	Sioux Falls	3	St. Paul
Elgin, Ill.	Mitchell	1	St. Paul
Dubuque, Ia.	Sioux Falls	4	St. Paul
Akron, Ohio	Sioux Falls	2	St. Paul
Barberton, Ohio	Sioux Falls	3	St. Paul
Akron, Ohio	Brookings	5	St. Paul
Winona	Wentworth	2	St. Paul
Sun Prairie, Wis.	Sioux Falls	1	St. Paul
Dubuque, Ia.	Huron	2	Minneapolis
Clinton, Ia.	Sioux Falls	3	Minneapolis
Minn. Transfer	Arlington	2	
Cedar Rapids	Mitchell	1	St. Paul
Winona	Brookings	8	St. Paul
Davenport	Sioux Falls	5	St. Paul
Des Moines	Sioux Falls	9	St. Paul
Yankton	Minneapolis	1	
Mitchell	Chicago	10	St. Paul
Huron	St. Paul	2	
Huron	Minneapolis	6	
Rock Island, Ill.	Iroquois	1	St. Paul
Minn. Transfer	Mitchell	2	
Minn. Transfer	Viborg, S. D.	2	
St. Louis	Sioux Falls	20	St. Paul
Moline, Ill.	Sioux Falls	2	St. Paul
Dubuque, Ia.	Madison	3	St. Paul
St. Paul	Canova, S. D.	1	
Rock Island	Sioux Falls	8	St. Paul
St. Louis	Yankton	2	St. Paul
St. Louis	West Sioux Falls	1	St. Paul
Kansas City	Brookings	1	St. Paul
St. Louis	Brookings	5	St. Paul
Gary, Ind.	Huron	1	St. Paul
Hammond, Ind.	Yankton	1	St. Paul
St. Louis Park	Huron	1	
Minneapolis	Canton	1	
Minneapolis	Dell Rapids	1	
Minneapolis	Beresford	1	
Minneapolis	Howard	7	
St. Paul	Canton	5	
Des Moines	Aurora, S. D.	1	St. Paul

[fol. 222]	Origin	Destination	No. of Ship- ments	Interchange Points
	November, 1938 (Cont.)			
	Des Moines	Brookings	2	St. Paul
	Kansas City	Winner	2	St. Paul
	Minneapolis	Kimball, S. D.	1	
	Kansas City	Huron	2	St. Paul
	St. Louis	Lennox	2	St. Paul
	Des Moines	Madison	1	St. Paul
	Holland, Mich.	Sioux Falls	2	St. Paul
	Holland, Mich.	Brookings	2	St. Paul
	Chicago	Howard, S. D.	1	Minneapolis-Madison
	Milwaukee	Huron	4	Minneapolis
	Milwaukee	Madison	3	Minneapolis
	Minneapolis	Letcher, S. D.	2	
	Cedar Rapids, Ia.	De Smet	2	St. Paul
	Sioux Falls	Montevideo, Minn.	1	
	Salem	St. Paul	4	
	Duluth	Dell Rapids	1	St. Paul
	Minneapolis	De Smet	1	
	St. Louis	Mitchell	6	St. Paul
	Dubuque, Ia.	Yankton	3	St. Paul
	Minneapolis	Vayland, S. D.	1	
	Fort Wayne, Ind.	Brookings	1	St. Paul
	LaCrosse, Wis.	Sioux Falls	1	St. Paul
	Milwaukee, Wis.	Sioux Falls	2	St. Paul
	Sioux Falls	Indianapolis, Ind.	1	
	Huron	Kansas City	1	Minneapolis
	Mitchell	Freeport, Ill.	1	Minneapolis
	Cloquet	Mitchell	1	
	Minneapolis	Centerville	1	
	St. Louis	Huron	2	Minneapolis
	Rock Island	Huron	1	Minneapolis
	St. Louis	Beresford	1	Minneapolis
	Davenport	Mitchell	1	St. Paul
	Freeport, Ill.	Elk Point	1	St. Paul
	Freeport, Ill.	Sioux Falls	3	St. Paul
	Dubuque, Ia.	Weisington	1	St. Paul
	Indianapolis, Ind.	Huron	1	St. Paul
	St. Paul	Weisington Springs	4	
	Columbus, Ohio	Mitchell	1	St. Paul
	Minneapolis	Salem	5	
	Cedar Rapids, Ia.	Yankton	1	St. Paul
	Kansas City	Mitchell	2	St. Paul
	Columbus, Ohio	Sioux Falls	6	Minneapolis
	St. Paul	Pierre, S. D.	2	Huron
	St. Paul	Chamberlain	1	Mitchell
	Albert Lea, Minn.	Huron	2	St. Paul
	Cheboygan, Mich.	Huron	1	St. Paul
	Rock Island	Madison	1	St. Paul
	St. Paul	Flandreau, S. D.	2	
	Des Moines, Ia.	Wentworth	1	St. Paul
	Minneapolis	Lake Preston, S. D.	1	
	Cleveland, Ohio	Sioux Falls	1	St. Paul
	Winona	Madison	2	
	Chippewa Falls	Huron	1	
	Arlington	Chicago	2	St. Paul
	Salem	Chicago	4	St. Paul
	Minneapolis	Vermillion	3	
	Minneapolis	Alpena	3	
	Minneapolis	Fedora, S. D.	1	
	Ludington, Mich.	Redfield	1	St. Paul
	Dubuque	Brookings	1	St. Paul
	Duluth	Mitchell	1	St. Paul

Origin	Destination	No. of Shipments	Interchange Points
[fol. 223] November, 1938			
Janesville, Wis.	Huron	1	St. Paul
Kansas City	Sioux Falls	3	St. Paul
Barberton, Ohio	Arlington	1	St. Paul
Volga, S. D.	Chicago	1	
Mansfield, O.	Sioux Falls	1	St. Paul
Indianapolis	Winner	1	St. Paul
Clinton, Ia.	Chamberlain, S. D.	1	St. Paul
Rockford, Ill.	Sioux Falls	3	St. Paul
Cincinnati, O.	Sioux Falls	1	St. Paul
Ludington, Mich.	Madison	1	St. Paul
Rock Island	Dell Rapids	1	St. Paul
Sturgis, Mich.	Brookings	1	St. Paul
Winnipeg	Sioux Falls	1	St. Paul
Frederickstown, Mo.	Sioux Falls	1	
Grand Rapids	Valley Springs, S. D.	1	Minneapolis
Minneapolis	Ethan	1	
Minneapolis	Munda, S. D.	1	
Nashville, Tenn.	Sioux Falls	1	St. Paul
Muncie, Ind.	Sioux Falls	1	St. Paul
Minneapolis	Gettysburg	1	
St. Paul	Arlington	1	
Fort Wayne, Ind.	Sioux Falls	1	St. Paul
Duluth	Arlington	1	St. Paul
Barberton, Ohio	Pierre	2	St. Paul
Oshkosh, Wis.	Huron	1	St. Paul
St. Paul	Delmont	1	
Tona, N. Y.	Sioux Falls	1	St. Paul
Clinton, Ia.	Madison	2	St. Paul
Rock Island, Ill.	Yankton	1	St. Paul
Minneapolis	Parkston, S. D.	1	
Racine, Wis.	Huron	1	St. Paul
Minneapolis	Hillside, S. D.	1	
Elgin	Mitchell	1	St. Paul
Auburn, Ind.	Huron	1	St. Paul
Sabuque	Mitchell	4	St. Paul
Clinton	Huron	1	St. Paul
Rock Island	Vermillion	1	St. Paul
Rock Island	Brookings	1	St. Paul
Milwaukee	Humbolt, S. D.	1	St. Paul
St. Louis	Madison	1	St. Paul
Kansas City	Madison	1	St. Paul
Minneapolis	Gann Valley, S. D.	1	
Akron, Ohio	Mitchell	1	St. Paul
Mansfield, Ohio	Madison	1	St. Paul
Davenport	Chamberlain	1	St. Paul
Freeport	Madison	1	St. Paul
Freeport	Utica, S. D.	1	St. Paul
Columbus, Ohio	Huron	3	St. Paul
Muskegon, Mich.	Huron	1	St. Paul
St. Cloud	Huron	1	St. Paul
Kalamasoo	Huron	1	St. Paul
Rock Island	Beresford	1	
St. Paul	Vermillion	1	
St. Paul	Beresford	1	
Sioux Falls	Kalamasoo	1	St. Paul
St. Paul	Elk Point	1	
Kennet, Mo.	Sioux Falls	1	
Omaha	Sioux Falls	1	St. Paul
Winona	Yankton	1	St. Paul
Kansas City	Marion	1	
St. Paul	Scotland, S. D.	1	

Origin	Destination	No. of Shipments	Interchange Points
November, 1938 (Cont.)			
[fol. 224]			
Columbus, O.	Yankton	1	St. Paul
Ladysmith	Sioux Falls	1	St. Paul
Akron	Pierre	1	St. Paul
Ludington, Mich.	Huron	1	St. Paul
Davenport	Alpena	1	St. Paul
Dubuque	Flandreau	1	St. Paul
St. Paul	Orient, S. D.	1	
Albert Lea	Sioux Falls	1	St. Paul
Duluth	Yankton	1	St. Paul
Huron	So. St. Paul	1	
Minneapolis	Humbolt, S. D.	1	
Rochester, Minn.	Huron	1	
Davenport	Yankton	1	St. Paul
Sioux Falls	Robinsdale	1	
Huron	Lebanon, Ind.	1	St. Paul
Salem	St. Paul	1	

[fol. 225]

PARTIAL ABSTRACT OF STYER EXHIBITS NOS. 19 AND 20 SHOWING ALL SHIPMENTS TO AND FROM MINNESOTA POINTS EXCLUSIVE OF THE TWIN CITIES

Date	Origin	Destination	Commodity
October, 1938			
11	St. Paul, Minn.	Worthington, Minn.	Batteries
17	Minneapolis, Minn.	Worthington, Minn.	Batteries
22	Minneapolis, Minn.	Worthington, Minn.	Batteries
November, 1938			
1	Minneapolis, Minn.	Worthington, Minn.	Batteries
3	Minneapolis, Minn.	Worthington, Minn.	Paint
4	Minneapolis, Minn.	Worthington, Minn.	Batteries
10	Minneapolis, Minn.	Worthington, Minn.	Batteries
10	Sioux Falls, S. D.	Montevideo, Minn.	Theater Equipment
11	Minneapolis, Minn.	Worthington, Minn.	Batteries
14	Morris, Minn.	Brookings, S. D.	Evergreens
23	Minneapolis, Minn.	Worthington, Minn.	Batteries

[fol. 226] STYER EXHIBIT NO. 21 "SHOWING VOLUME BY WEIGHT OF SHIPMENTS CARRIED DURING REPRESENTATIVE MONTHS IN 1936, 1937 & 1938."

1938

November	1,007,836 pounds
October	1,345,712 pounds
September	1,221,088 pounds
August	1,177,323 pounds
July	1,031,748 pounds
June	1,083,034 pounds

1937

October	889,382 pounds
June	667,193 pounds

1936

October	715,525 pounds
June	826,897 pounds

[fol. 227] **STYER EXHIBIT No. 22: "SHOWING EQUIPMENT
OWNED BY APPLICANT IN OPERATION DURING
VARIOUS PERIODS BETWEEN APRIL 1, 1935
AND DECEMBER 12, 1938"**

**Trucks in Service on June 1, 1935
With Dates of Purchase**

April 1935 — June 1, 1935

March 30, 1935, GMC T-26 Truck 1933-873-12572323
March 30, 1935, Ford V-8 1934 Truck Motor 18-820176
(used)
April 9, 1935, GMC 1935 Tractor 1½-2½ Ton Serial T-18-
B-14182 Motor 122117735 (new)
April 9, 1935, GMC Semi-trailer UT 21-2 TT-218
April 9, 1935, GMC Semi-trailer Serial 112-TT-226 C
April 9, 1935, GMC Tractor T-33-B-Serial 077-Motor
12575268

**Additional Trucks in Service on October 15, 1935
With Dates of Purchase**

June 2, 1935 — October 15, 1935

August 2, 1935, 1931 Chev. 1½ Ton Truck 2134677-Serial
21L12089, 1935 License X30201 Minn.
August 18, 1935, GMC 1935 2 Ton Tractor T 23-B-Motor
12215399, Serial 3121 (used)
August 18, 1935 Kingham 1933 Semi Trailer EF4-3861

**Equipment Put in Service Between October 15, 1935 and
November 1, 1938 and Indication of Vehicle
Replaced, With Dates of Purchase**

October 12, 1935, Mack Jr. 1½ Ton Tractor 30 Mas 1194
Motor 24B-5482, New
February 21, 1936, Edwards Semi Trailer 22 ft. 1935-
3386-A3 (new—to replace GMC)
August 25, 1936, Ford Pick Up 1931-A3634418
October 10, 1936, Trailmobile Semi Trailer (1936) Serial
18150 T22 New, 12000# axle—22 Feet Long
January 6, 1937, GMC 1936 New Tractor T 18B-12392021
—19509 (replaced old Tractor)
February 3, 1937, Mack 2½ Ton Tractor 6EHISD-1015-
New

August 27, 1937, Chevrolet 1935 1½ T—21QD04—7096—T5088987

September 15, 1937, GMC 1937 Tractor—1½-2½ Tons—T-18-A Motor 12398974 Serial 25619 (new)

October 14, 1937, Trailmobile Semi Trailer Serial 18601—T22 (new)

October 22, 1937, Ford 1934 ½ Ton Pick Up 18-845223 (used) (replaced 1931 Ford Pick Up)

June 2, 1938, Chevrolet 1935—1½ Ton—21PD035364—T4134115

August 12, 1938, 1938 Trailmobile Trailer Serial 20317 T42 (new) 24-foot

September 15, 1938, T-18A—1½ Ton GMC Tractor 1938 Motor 12398674—Serial 25619 (new)

September 20, 1938, Trailmobile Trailer Serial 20124 H31 (new) 24-foot

August 4, 1938, 1937 Mack 2½ Ton Tractor 6EHISD1360 (BG4647) (demonstrator)

[fol. 228] EQUIPMENT ON HAND AND IN USE ON
DECEMBER 12, 1938

Mack Tractor 1938 2½ Ton 6EHISD1360 BG 46-47

Mack Tractor 1937 2½ Ton 6EHISD1015

GMC Tractor 1937 1½-2½ Ton T18A12398974 Sr. 25619

GMC Tractor 1938 1½-2½ Ton 12398674 Sr. 25619

Trailmobile Semi Trailer, 1938 T42 Sr. 20317 Axle 8 Ton 24 ft.

Trailmobile Semi Trailer 1938 H31 Sr. 20124 Axle 13,000# 24 ft.

Trailmobile Semi Trailer 1937 T22-Sr. 18601 Axle 6 Ton 22 ft.

Trailmobile Semi Trailer 1936 Sr. 18150 T-22 Axle 12,000# 22 ft.

GMC Tractor 1933 T23B 12215399 Sr. 3121

Kingham Semi Trailer 1933 Sr. EF4-3861 Axle 6 Ton 22 ft.

GMC Truck 1935 1½-2½ Ton Sr. T-18B14182 Motor 122117735

Chevrolet Truck 1935 1½ Ton 21PD035364-T4134115 Van Body

Chevrolet Truck 1934 1½ Ton 21QD04-7096-T5088987 Van Body

Ford Truck 1934 ½ ton 18—845223

Total 4 Trucks, 5 Semi Trailers, 5 Tractors.

[fol. 229] STYER EXHIBIT No. 23: "SHOWING NUMBER OF
DIFFERENT SHIPPERS AND RECEIVERS OF FREIGHT
SERVED BY APPLICANT DURING MONTH
OF OCTOBER, 1938."

In Minneapolis and St. Paul:

170 Shippers
45 Receivers

In points outside of Minneapolis and St. Paul:

64 Shippers
450 Receivers

In Sioux Falls:

11 Shippers
144 Receivers

[fol. 230] STYER EXHIBIT No. 24: "SHOWING CONNECTING
LINES WITH WHICH APPLICANT INTERCHANGED
SHIPMENTS DURING OCTOBER
AND NOVEMBER, 1938."

CONNECTING LINES

Advance Express Company, St. Paul
Akron Motor Cargo, Minneapolis
Babbitt Brothers, St. Paul
Bos Transfer, St. Paul
Britton Motor Express, Minneapolis
Central Wisconsin Motor Express, St. Paul
Elsholtz Transportation, St. Paul
Flambeau Freight Line, Minneapolis
Gateway City Transfer, St. Paul
Glendenning Transfer Service, St. Paul
Hart Motor Express, Minneapolis
H & W Motor Express, Minneapolis
Hennepin Transfer, Minneapolis
Knaus Truck Line, St. Paul
Keeshin Motor Express, Minneapolis
Merchants Motor Freight, St. Paul
Minnesota Wisconsin Truck Line, St. Paul
Murphy Motor Freight Line, St. Paul
Mueller Transportation Company, St. Paul
Raymond Brothers Transfer, St. Paul

Service Transfer Service, Minneapolis
 Steller Transportation Company, Minneapolis
 Twin Cities Des Moines Motor Express, Minneapolis
 Schmacker Transportation Company, St. Paul
 United Shipping, Minneapolis
 Ward Transfer, Minneapolis
 Volck Brothers, St. Paul
 Werner Transportation Company, Minneapolis
 Wheeler Transportation Company, St. Paul
 Witte Transportation Company, St. Paul

[fol. 231] ABSTRACT OF STYER EXHIBIT No. 27

This exhibit is entitled: "Abstract of Trip Sheets for the Month of December, 1938, Showing the Number of Westbound Shipments Moved Direct to Towns Other than Brookings, Huron and Mitchell."

This abstract shows the number of shipments made to the towns listed.

<i>Destination</i>	<i>Shipments</i>
Salem	7
Worthington	5
Madison	25
Sioux Falls	365
Yankton	66
Madison	92
Dell Rapids	4
Arlington	11
De Smet	7
Lake Preston	4
Volga	4
Wentworth	1
Howard	6
Vermillion	12
Jackson, Minn.	1
Emery	1

ABSTRACT OF STYER EXHIBIT No. 28

This exhibit is entitled: "Abstract of Trip Sheets for the Month of January, 1939, Showing the Number of Westbound Shipments Moved Direct to Towns Other than Brookings, Huron and Mitchell."

This abstract shows the number of shipments made to the towns listed.

<i>Destination</i>	<i>Shipments</i>
Sioux Falls	333
Madison	112
Worthington, Minn.	3
Lake Preston	2
De Smet	8
Yankton	61
Vermillion	9
Hartford	1
Dell Rapids	1
Wentworth	1
Arlington	6
Elkton	4
Manchester	1
Bridgewater	1
Howard	1
Viborg	7
Salem	2
Parker	1
Jackson, Minn.	1
Emery	1

[fol. 232]

ABSTRACT OF STYER EXHIBIT No. 29

This exhibit is entitled: "Abstract of Trip Sheets for the Month of December, 1938, Showing Eastbound Movements of Freight."

This abstract shows the number of movements between the listed origins and destinations or interchange points.

<i>Origin</i>	<i>Destination</i>	<i>Number of Shipments</i>	<i>Interchange Points</i>
December, 1938, Eastbound			
Huron	South St. Paul	5	
Huron	Minneapolis	11	
Huron	Leberton, Ind.	1	St. Paul
Huron	Chicago	1	St. Paul
Huron	St. Paul	5	
Mitchell	Minneapolis	4	
Mitchell	Freeport, Ill.	2	St. Paul
Mitchell	Chicago	9	St. Paul
Mitchell	New York	1	St. Paul
Mitchell	South St. Paul	3	
Madison	Minneapolis	12	
Madison	St. Paul	1	
Sioux Falls	St. Paul	14	
Sioux Falls	Robinsdale, Minn.	1	
Sioux Falls	Minneapolis	9	
Sioux Falls	Chicago	1	St. Paul
Sioux Falls	Fargo, N. Dak.	1	St. Paul

Origin	Destination	Number of Ship- ments	Interchange Points
Salem	St. Paul	5	
Salem	Chicago	9	St. Paul
Brookings	Minneapolis	11	
Brookings	Tulsa, Okla.	1	St. Paul
Brookings	Chicago	1	St. Paul
Brookings	St. Paul	2	
Brookings	Springfield, Ill.	1	St. Paul
Volgo	Chicago	4	St. Paul
Yankton	St. Paul	1	

[fol. 233]

ABSTRACT OF STYER EXHIBIT NO. 30

This exhibit is entitled: "Abstract of Trip Sheets for the Month of January, 1939, Showing Eastbound Movements of Freight."

This abstract shows the number of movements between the listed origins and destinations or interchange points.

January, 1939, Eastbound

Mitchell	South St. Paul	1	
Mitchell	Chicago	14	St. Paul
Mitchell	Minneapolis	2	
Mitchell	Faribault	1	
Madison	Minneapolis	8	
Madison	St. Paul	4	
Madison	Chicago	3	St. Paul
Brookings	Minneapolis	15	
Brookings	St. Paul	4	
Brookings	Des Moines	2	
De Smet	Minneapolis	1	
Huron	Minneapolis	6	
Huron	St. Paul	4	
Huron	South St. Paul	3	
Huron	Chicago	2	St. Paul
Yankton	Minneapolis	2	
Arlington	New York	1	St. Paul
Sioux Falls	Minneapolis	8	
Sioux Falls	Chicago	1	St. Paul
Sioux Falls	St. Paul	11	
Salem	St. Paul	1	
Salem	Minneapolis	1	

[fol. 234]

STYER EXHIBIT NO. 39

Showing the Minnesota points listed in various tariffs as local points or stations served by applicant.

Purpose: To show the self evident change in the type and scope of operation of applicant subsequent to June 1, 1935 and October 15, 1935. Also to show that as to much of the traffic claimed to have been transported by applicant he did not have rates on file as required. To show further that applicants tariff did not and does not agree with the application as to points and territory.

Refer to *Brown Motor Freight Lines, Inc., Common Carrier Application*, MC 63495 (2 M C C 667-676). See also Administrative Ruling No. 32 of September 9, 1936.

Regular Service MF-I.C.C. No. 3 April 1, 1936 Dec. 31, 1936 Note 1	Occasional Service MF-I.C.C. No. 132 Jan. 4, 1937 July 1, 1938 Note 2	Regular Service MF-I.C.C. No. 117 Dec. 31, 1936 to Current issue Note 3
Albert Lea	xx	Adrian
Austin	Albert Lea	xx
Baker	Austin	xx
xx	Baker	xx
xxx	xx	Balston
Bemidji	xxx	Belle Plaine
Blue Earth	Bemidji	xx
Breckenridge	Blue Earth	xx
xx	Breckenridge	xx
Brownton	Bricelyn	xx
Chaska	Brownton	xx
xx	xx	Chaska
Dawson	xx	Cologne
Detroit Lakes	Dawson	xx
Dodge Center	Detroit Lakes	xx
Duluth	Dodge Center	xx
Excelsior	Duluth	xx
Fairmont	Excelsior	xx
Faribault	xx	Fairmont
Fergus Falls	Faribault	xx
xx	Fergus Falls	xx
xx	xx	Franklin
xx	xx	Gaylord
Glencoe	xx	Gibbon
Grand Rapids	xx	Glencoe
Hastings	Grand Rapids	xx
Hill City	Hastings	xx
Ivanhoe	Hill City	xx
xx	xx	Ivanhoe
xx	xx	Jackson
xx	xx	Jordan
Lake Benton	xx	Lake Benton
xx	xx	Lake Crystal
xx	xx	Lamberton
xx	xx	Le Seuer
Luverne	xx	Luverne
xx	xx	Madelia
Mankato	xx	Mankato
Marshall	xx	Marshall
Montevideo	xx	xx
xx	Montevideo	xx
Moorhead	Montgomery	xx
New Ulm	Moorhead	New Ulm
xx	xx	Norwood
	xx	

Regular Service MF-I.C.C. No. 3 April 1, 1936 Dec. 31, 1936 Note 1	Occasional Service MF-I.C.C. No. 132 Jan. 4, 1937 July 1, 1938 Note 2	Regular Service MF-I.C.C. No. 117 Dec. 31, 1936 to Current issue Note 3
xx	Olivia	xx
xx	Ortonville	xx
Owatonna	Owatonna	
Perham	Perham	xx
Pipestone	Pipestone	xx
xx	Plainview	xx
[fol. 235]		
Redwood Falls	xx	Redwood Falls
xx	Rochester	xx
St. Cloud	St. Cloud	xx
xx	xx	St. Peter
xx	xx	Shakopee
xx	xx	Sleepy Eye
xx	xx	Springfield
Stillwater	Stillwater	xx
Tracy	xx	Tracy (Note)
Two Harbors	Two Harbors	xx
Waseca	Waseca	xx
xx	Watertown	xx
xx	Wells	xx
White Bear Lake	White Bear Lake	xx
Wilmar	Wilmar	xx
Winona	Winona	xx
xx	Winsted	xx
xx	xx	Winthrop
xx	xx	Worthington (Note)
40 points	38 points	31 points

29 points dropped on Dec. 31, 1936

30 points added as of Dec. 31, 1936

Note: Tracy was dropped from MF-I.C.C. No. 117 by Supplement 40, effective Dec. 15, 1937. Worthington was added by MF-I.C.C. No. 117, Dec. 17, 1936, but was dropped again by Supplement No. 40, effective December 15, 1937.

Note 1.—Authority Agent Lou Hoskings MF-I.C.C. No. 3

Note 2.—Authority Agent Lou Hoskings MF-I.C.C. No. 132

Note 3.—Authority Agent Lou Hoskings MF-I.C.C. No. 117

**[fol. 236] EVIDENCE IN PROCEEDINGS BEFORE JOINT BOARD
IN DOCKET No. MC-47644, SUB. No. 1, APPLICATION FOR
CERTIFICATION OF PUBLIC CONVENIENCE AND NECESSITY**

**Ruling of Joint Board Accepting Styer's
Amendment of His Application.**

Mr. Ossanna, Chairman of the Joint Board: "The Board rules that the amendment will be accepted, subject to the provision that if we find later that it has unduly broadened the issue, we will throw it out." (Tr. 206)

Applicant's Evidence

Cornelius W. Styer, applicant, in business as a common carrier by motor vehicle under the name of Northern Transportation Company. I have been operating over the routes for which I am making application since prior to October 15, 1935, and over some of those routes since prior to June 1, 1935. By this application I am seeking authority to continue those operations. I am not proposing by this application to institute any new operations that I am not performing today. I am giving a daily direct common carrier service of commodities generally over regular routes between Minnesota and South Dakota. I give a next morning delivery service from the Twin Cities to points on my regular routes in South Dakota. I provide a store-door pick up and delivery service. We handle less than truck load freight. (Tr. 206-208).

The regular route service that we are performing today is largely on a return movement from South Dakota. L. T. L. freight that we handle moving in a westbound direction greatly exceeds the same type of freight moving in an easterly direction. Consequently, in order to keep the trucks loaded in both directions as nearly as possible, we use every effort we can to take additional merchandise of a nature that will keep these trucks loaded. For instance, on produce, which is one of the chief movements from South Dakota to Minnesota, we accept produce not only from towns on our regular routes to towns on and off our regular routes in Minnesota, but in towns off of our [fol. 237] regular routes in South Dakota to towns on or off, usually on our regular routes in Minnesota. In addition to that, there is a large movement of such items as construction supplies, and road machinery or road equip-

ment, building supplies and building materials that have a movement in regular territory adjacent to our regular routes that forms a considerable part of our traffic. In connection with the produce moving in an eastbound direction, a good share of that is brought to the Twin Cities for reshipment to the eastern markets by connecting lines at the Twin Cities. We have household goods moving both in LTL quantities and straight loads on our regular routes, and from points on our regular routes to points in irregular territory.

Seeds from South Dakota, especially clover, alfalfa, and broom grass seeds amount to considerable of our return freight, especially in certain times of the year. And these go to various points on and off our routes in Minnesota, and some of them even to the Twin Cities for transfer to Wisconsin and Illinois. (Tr. 209-210).

These irregular route movements happen in one manner or another constantly. I mean by constantly, there is hardly a week ever goes by but what we will have something moving in some manner. For instance, we will go off the route to pick up an LTL shipment in South Dakota which we will deliver irregular in Minnesota on the return haul. In addition to that, there are occasional times when shippers and jobbers in South Dakota will get rush shipments of canned goods from various canning factories in Minnesota, sometimes to fill out for a certain order, or some rush shipment that they need that they might make up a carload for, but it is something that they have to have, and they want it in direct service and on a time schedule. These shipments will vary from a few hundred pounds to a truck load and sometime there will be even several truck loads at one time. Most of these eastbound operations are seasonal in nature with the possible exception of household goods which is a regular movement. (Tr. 210-211).

[fol. 238] I have been performing both this regular route operation and irregular route operation I have described since prior to October 15, 1935. (Tr. 216). Aside from Sioux Falls, Brookings, and Huron, in South Dakota, no other points located on my regular routes in South Dakota have direct daily motor service from Minneapolis except that I am giving. Our service is direct and daily. Delivery to any of the points on our regular routes, other than to the three stations mentioned, if not made by us,

would have to be made by a motor carrier who had received the shipment by transfer from some other motor carrier originating the shipment. (Tr. 220-221).

Our main office and warehouse is in St. Paul. We have both heated and refrigerated storage there. We have pick up service covering the entire Twin Cities. Besides these facilities in St. Paul we have agents in South Dakota at Brookings, Arlington, Lake Preston, DeSmet, Dell Rapids, Huron, Mitchell, Madison, Sioux Falls, and Yankton. Some of these points have warehouse and dock facilities much the same as we have at St. Paul. (Tr. 223-224).

[fol. 239] **GEORGE F. WINGERT.** Resides at Minneapolis, has produce business in Salem, South Dakota. He wants services of Styer for the transportation of poultry and eggs from Salem, South Dakota, to Minneapolis and St. Paul, and for occasional shipments for supplies such as lumber from the Twin Cities to Salem, South Dakota. Witness has been using Styer's services as described for the past year and a half (Tr. 9-32).

H. W. ROBERTS. Resides at Sioux Falls, South Dakota; is traffic manager of the Sioux Falls plant of the John Morrell Packing Company. This company has been using Styer's services for the transportation of produce and packing house products from its plant in Sioux Falls, South Dakota, to its branch houses in Minneapolis and St. Paul three truck loads a week for the past four months, finds its service satisfactory and wants it continued. Such branch houses serve the northern half of Minnesota (Tr. 32-41).

D. F. DONOVAN. Resides at St. Paul, Minnesota, and is regional traffic manager of Montgomery Ward and Company. This company has used Styer's services for transportation from the Twin Cities to the company's retail stores in South Dakota, particularly, Yankton, Mitchell, Huron, and Sioux Falls. This service is wanted because it furnishes an over-night service from the Twin Cities to such points (Tr. 47-54).

THOMAS RUANE. Resides at Minneapolis and is traffic manager of Grant Battery Company of Minneapolis. This company has been using Styer's service for transportation from the Twin Cities to the company's wholesale branch at

Sioux Falls, South Dakota, for some time, finds the service satisfactory, and wants it continued (Tr. 54-64).

[fol. 240] F. J. METZGER, Assistant Traffic Manager of Swift and Company at South St. Paul. Swift has used Styer's service from the Twin Cities to South Dakota points, principally Huron, occasionally Sioux Falls, for the past two years. Eastbound Styer's service is used on dairy products from Huron principally to the Twin Cities and South St. Paul. Occasionally they have shipments of supplies between Huron, South Dakota, and Montevideo and Marshall, Minnesota. The service has been satisfactory and they wish to have it continued (Tr. 64-69).

R. C. MEYER, Traffic Manager, Armour and Company, South St. Paul, Minnesota. Armour has used Styer's service from South St. Paul to South Dakota points for several years, principally the movement of supplies from the Twin Cities to Huron, and dairy products from Mitchell to South St. Paul and the Twin Cities. Service is satisfactory and its continuance is desired (Tr. 69-81).

HENRY A. ARCHAMBO, Service Representative of Minneapolis Traffic Association, which represents all of the business interests of the city. The Northern Transportation Company (Styer) has been transporting freight from Minneapolis for first morning arrival at stations in the State of South Dakota, for several years and this service has been satisfactory to Minneapolis shippers. The Minneapolis business interests desire a type of transportation which will permit the sale and shipment from Minneapolis of all freight demanded by the consumers in South Dakota. Witness presented two exhibits to show desirability of Styer's service which compare speed of Styer's service between Minneapolis and South Dakota points with that of other carriers, showing Styer's service faster. Only points shown on the exhibit are Minneapolis and various points in South Dakota (Tr. 82-119).

A. W. QUIGGLE, Manager of the Cremette Company, Minneapolis, manufacturers of macaroni products; member of Minneapolis Traffic Association. Ships freight over Styer's truck line from Minneapolis to South Dakota points. They

need over-night service from Minneapolis to South Dakota points (Tr. 119-126).

[fol. 241] B. M. WEISBERG, with Fairfax Parsons Packing Company, Minneapolis, handling produce and meats. Have used Styer's service in the transportation of poultry and eggs from Salem and Mitchell, South Dakota, to Minneapolis. Need such service to bring in eggs and other perishable products over night from South Dakota. Wants service continued (Tr. 126-129).

CHARLES A. LIGGETT, Assistant Traffic Director, St. Paul Association of Commerce, which represents the business interests of the City of St. Paul. The position of the St. Paul Association of Commerce is the same as that of the Minneapolis Traffic Association with reference to the need for this truck transportation from the Twin Cities to South Dakota points. The Twin Cities wholesale houses are in competition with South Dakota wholesale houses for South Dakota business, and speedier transportation from the Twin Cities to South Dakota points improves the competitive position of the Twin Cities wholesale houses for obtaining business in South Dakota (Tr. 129-141).

R. F. WITGRAFF, Regional Representative of Akron Motor Cargo Company, Akron, Ohio, a motor carrier operating from Akron, Ohio, to Minneapolis and St. Paul. Wants a certificate granted Styer so that his company can interchange with Styer at Twin Cities on freight destined to South Dakota points. Has interchanged with Styer in that way for about four years (Tr. 141-146).

C. F. PEARSON, manufacturing confectioner at Minneapolis. Has used Styer's service about the past four years for transportation of his products from Minneapolis to South Dakota points. This service has been satisfactory and witness wants it continued (Tr. 146-151).

K. G. HEIMBACH, Traffic Manager Glendenning Transfer Service, St. Paul, Minnesota. Glendenning operates from Chicago to the Twin Cities and for about four years has been interchanging freight bound for South Dakota points with Styer at the Twin Cities. Glendenning wants Styer's application granted so that they can have an interchange

service at the Twin Cities for shipments to and from South Dakota points (Tr. 152-160).

[fol. 242] FRANK L. O'NEILL, assistant to the traffic manager of the Minnesota Mining and Manufacturing Company, St. Paul, Minnesota; manufacturer of abrasives and tapes. Has used Styer's motor carrier service from St. Paul to certain South Dakota points about a year, found it satisfactory, and wants it continued. They have been expanding their business in South Dakota, putting on additional salesmen out there, and their business in South Dakota is increasing (Tr. 173-181).

EXHIBITS RECEIVED

The exhibits received in evidence in the "grandfather" application proceeding were received in evidence in the public convenience and necessity proceeding (Tr. 237-254).

[fol. 243] PLAINTIFFS' EXHIBIT 2

BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. MC-47644

Sub. No. 1. Form BMC-8

In the Matter of the Application of C. W. STYER, Doing Business as Northern Transportation Company

MOTION FOR AMENDMENT OF APPLICATION

Comes now the applicant above named, and respectfully presents this motion for leave to amend his application, filed on Form BMC-8 herein, in the following respects:

I

By withdrawing from the scope of said application all operations in the following territory or specifically named points:

1. In South Dakota, all towns and territory lying on or north of U. S. Highway 212 from the Minnesota-South Dakota Line to the junction of said highway with U. S. Highway 281; all towns and territory lying on or west of

U. S. Highway 281, from its junction with U. S. 212 to its junction with U. S. 14, including Wolsey; all towns and territory lying on and north of U. S. 14, from its junction with U. S. 281 to its junction with South Dakota State Highway 47; all territory lying west of South Dakota State Highway 47, from its junction with U. S. Highway 14 to its junction with U. S. Highway 16; all territory lying south of U. S. Highway 16, from its junction with South Dakota State Highway 47 (at Chamberlain) to its junction with U. S. Highway 281 (near Kimball); all territory west [fol. 244] of U. S. Highway 281 from its junction with U. S. 16 (near Kimball) to the Nebraska-South Dakota State Line.

2. The specific towns of Canton, Beresford, Stevens Point, Alcester, Jefferson, Chamberlain, Pukwana, Kimball, White Lake and Plankinton, in South Dakota.

3. All service in interstate commerce between points in Minnesota.

4. All territory in Minnesota lying east and northeast of U. S. Highway 52, from the Iowa-Minnesota Line to its junction with Minnesota State Highway 28 at Sauk Centre; and all territory north of Minnesota State Highway 28, from its junction with U. S. Highway 52 at Sauk Centre to the South Dakota-Minnesota State Line.

II

By adding to said application all intermediate points in South Dakota, not specifically named in said application, located on the regular routes described in said application.

III

The applicant respectfully submits that the proposed amendment by which additional operating rights are asked will not unduly broaden the issues in this case or be prejudicial to any protestant herein, and should be allowed, for the following reasons, among others:

1. The routes described in said application, upon which the right to serve additional intermediate points is asked by the proposed amendment numbered II—1, above, are the same routes described and contained in this applicant's application filed on Form BMC-1, and set for hearing under

the same docket and at the same time and place as the said BMC-8 application. In said BMC-1 application, all intermediate points in South Dakota are claimed. The applicant, since the inception of his operations in April of 1935, has at all times operated through said intermediate points, offered service to and from said intermediate points and, as business offered, performed service to and from said intermediate points, and is so operating today. Applicant feels, and proposes to prove, that the public convenience and [fol. 243] necessity require the continuation of said service to said intermediate points by this applicant. By inadvertence, the BMC-8 application did not name all of said intermediate points. All of such intermediate points, however, are within the territory specifically asked for in the BMC-8 application, as originally filed and as proposed to be amended by this motion. To describe them as intermediate, rather than irregular, points is the only difference occasioned by the proposed amendment II-1, above. The purpose of the proposed amendment is simply to conform the application to the proof that will be offered. We may point out that the Commission has power to treat, and in many cases has in fact treated, the BMC-1 application as a BMC-8, for purposes of protecting "interim" rights established by the proof. The proposed amendment of this applicant's BMC-8 application will accomplish the same effect, since his BMC-1 application covers all intermediate points on the routes in question. Were the amendment denied, we would ask the Commission in this case, as it has in others, to view the BMC-1 application as a BMC-8 application, to protect interim rights established by the proof.

Respectfully submitted, Cornelius William Styer,
dba Northern Transportation Company, St. Paul,
Minnesota, Applicant.

Perry R. Moore, Clyde W. Fiddes, Stinchfield,
Mackall, Crounse, McNally & Moore, 1100 First National-Soo Line Building, Minneapolis, Minnesota,
Attorneys for Applicant.

(Remainder of exhibit, consisting of Styer's original application is omitted.)

[fol. 246] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION AS TO STATEMENT OF THE EVIDENCE ON APPEAL

It is stipulated by all of the parties that the foregoing is a true and complete statement of all of the evidence in this cause which is necessary for consideration by the Supreme Court of the questions in issue; and that this statement may be filed in the office of the Clerk of the District Court and may be included by the clerk in the transcript of record on appeal to the Supreme Court.

The purpose of this stipulation is to settle the record in accordance with paragraph 2 of Rule 10 of the Rules of the Supreme Court; and the signing of this stipulation does not waive the rights of any party under any rule or statute relating to appeals and does not affect the stipulations heretofore made between the parties.

[fol. 247] Date of Signing

Oct. 27, 1943.

Amos M. Mathews, Attorneys for Plaintiffs-Appellants.

Oct. 29, 1943.

United States of America, Robert L. Pierce, Its Attorney.

10-29-1943.

Interstate Commerce Commission, Nelson Thomas, Its Attorney.

Oct. 28, 1943.

Cornelius W. Styer, doing business as Northern Transportation Company, Perry R. Moore, His Attorney.

Nov. 1st, 1943.

Glendenning Motorways, Inc., Fred W. Putnam, Its Attorney.

[fol. 248] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

PETITION FOR ALLOWANCE OF APPEAL TO SUPREME COURT OF
THE UNITED STATES—Filed Aug. 9, 1943

To the Judges of the United States District Court for the
District of Minnesota:

The above named plaintiffs, being all of the plaintiffs in
this cause, respectfully state:

Believing the final decree of the Court entered herein
on the 12th day of June, 1943, and the opinion, findings,
[fol. 249] and conclusions of the Court upon which said de-
cree is based, to be erroneous, the plaintiffs pray for the
allowance of an appeal from said final decree to the Su-
preme Court of the United States.

The errors upon which plaintiffs claim to be entitled to
an appeal are more fully set out in the Assignment of Er-
rors and Prayer for Reversal filed in the office of the Clerk
of this Court and presented herewith.

Plaintiffs have also filed in the Clerk's office, and present
herewith, a statement as to the jurisdiction of the Supreme
Court of the United States as provided by Rule 12 of the
Rules of the Supreme Court.

Warren Newcome, Amos M. Mathews, Attorneys for
Plaintiffs-Appellants.

[File Endorsement Omitted]

[fol. 250] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

ASSIGNMENT OF ERRORS AND PRAYER FOR REVERSAL
Filed Aug. 9, 1943

The District Court erred in its final decree dismissing
plaintiffs' complaint, and in its opinion, findings of fact,
and conclusions of law upon which its decree is based, in
the following respects:

1

The order of the Interstate Commerce Commission au-
thorized defendant-appellee Styer to continue alleged

"grandfather" operations under Section 206 (a) of the Interstate Commerce Act over regular routes between St. Paul, Minnesota, and points in South Dakota, and to serve all Minnesota points on such routes east and westbound. The order was erroneous and should have been annulled by the District Court as to all points in Minnesota except St. Paul and Minneapolis, for the following reasons.

[fol. 251] (a) A stipulation was made during the hearing before the Joint Board, between Styer and the plaintiffs-appellants, that Styer did not claim and was not seeking the right "to transport goods moving in interstate commerce from any Minnesota point to any Minnesota point" upon the "grandfather" routes.

(b) There is no evidence that during the "grandfather" period Styer picked up or delivered any freight at any of the Minnesota points except St. Paul and Minneapolis, or held out to serve such points.

(c) The evidence shows without conflict that during the "grandfather" period Styer's eastbound operation was an irregular route operation to scattered points in Minnesota, that he did not conduct an eastbound regular route operation, and that he did not serve any of the points for which authority was granted by the Commission's order except St. Paul and Minneapolis.

(d) Styer made the further statement in said stipulation that "he does seek to transport from points in South Dakota on these routes to all points in Minnesota irregularly," thereby claiming irregular route "grandfather" rights eastbound but not regular route rights.

2

The Commission's order authorized Styer to begin new operations over regular routes between St. Paul, Minnesota, and points in South Dakota, serving all Minnesota points on such routes, both east and westbound, under Section 207 (a) which requires a showing that such operations are required by present or future public convenience and necessity. The order was erroneous and should have been annulled by the District Court as to all points in

Minnesota except St. Paul and Minneapolis, for the following reasons:

(a) Prior to the hearing on his application before the Joint Board Styer filed an amendment to his application [fol. 252] withdrawing from such application his request for authority as to "All service in interstate commerce between points in Minnesota."

(b) There is a complete absence of evidence that present or future public convenience and necessity requires such service to said Minnesota points.

Wherefore, plaintiffs-appellants pray that the decree of the District Court be reversed and that a decree be entered as indicated hereinabove.

Warren Newcome, Amos M. Mathews, Attorneys for plaintiffs-appellants.

[File endorsement omitted.]

[fols. 253-255] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ALLOWING APPEAL TO SUPREME COURT OF THE
UNITED STATES—Filed August 9, 1943

The plaintiffs having presented their petition for appeal to the Supreme Court of the United States from the final decree of this Court, said petition being accompanied by an Assignment of Errors and a Statement as to Jurisdiction of the Supreme Court,

It is now ordered, that plaintiffs are allowed an appeal to the Supreme Court of the United States from the final decree of this court, and shall file security for costs in the penal sum of \$250.00.

Done and ordered this 9th day of August, 1943.

Gunnar H. Nordbye, United States District Judge,
District of Minnesota.

[File endorsement omitted.]

[fol. 256] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

**NOTICE TO THE ATTORNEY GENERALS OF MINNESOTA
AND SOUTH DAKOTA—Filed August 19, 1943**

**To: The Attorney Generals of the States of Minnesota and
South Dakota:**

You are hereby notified, pursuant to Section 47a, Title 28, U. S. C. A., that the plaintiffs in the above entitled action have appealed to the Supreme Court of the United States from the final decree of the District Court dismissing plaintiffs' complaint. There are attached to this notice and served upon you herewith copies of the notice to appellees required by Rule 12 of the Rules of the Supreme Court of the United States, plaintiffs' petition for appeal, order allowing appeal, assignment of errors, and statement as to jurisdiction.

Dated this 9th day of August, 1943.

Warren Newcome, Amos M. Mathews, Attorneys for
plaintiffs-appellants.

[fol. 257] Received copies of the foregoing notice and of the papers therein described on the dates set opposite our respective signatures.

Date: August 16, 1943,

J. A. A. Burnquist, Attorney General, George T. Simpson, Assistant Attorney General of the State of Minnesota.

Date: August 13, 1943,

George T. Mickelson, Attorney General of the State of South Dakota.

[File endorsement omitted.]

[fols. 258-259] Citation in usual form showing service on Robert L. Pierce, et al. omitted in printing.

[fols. 260-261] Cost Bond on Appeal for \$250.00 approved and filed August 9, 1943 omitted in printing.

[fol. 262] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

ORDER RE USE OF ORIGINAL PAPERS—Filed October 7, 1943

Upon receiving the stipulation regarding the transmittal of original record in the above entitled case signed by all of the counsel for all of the parties in said proceeding, and being advised in the premises, and the undersigned being the presiding Judge in the Court from which the appeal was taken,

It Is Hereby Ordered That it is proper that the original papers as set forth in said stipulation be inspected in the Supreme Court of the United States and that the original records, including all exhibits before the Trial Court, shall be certified to the Supreme Court of the United States and that the Clerk of the said Trial Court shall cause to be transported said original records to the Clerk of the Supreme Court of the United States, and, upon completion of said proceedings in the Supreme Court of the United States, the said Clerk of the Supreme Court of the United States will return said papers to the Clerk of the United States District Court, District of Minnesota, Fourth Division.

Dated this 7 day of October, 1943.

By the Court:

John B. Sanborn.

[File endorsement omitted.]

[fol. 263] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

PRÆCIPE FOR TRANSCRIPT OF RECORD—Filed August 19, 1943

To: The Clerk of the District Court of the United States for the District of Minnesota, Fourth Division:

For the purpose of the record on appeal in the above entitled cause, please prepare, certify and transmit to the Clerk of the Supreme Court of the United States a tran-

script of the following from the files and records of your Court in said cause:

1. Plaintiffs' complaint.
2. Answer of defendant, United States of America.
3. Answer of defendant, Interstate Commerce Commission.
4. Answer of defendant, Cornelius W. Styer, etc.
5. Answer of intervening defendant, Glendenning Motorways, Inc.
- [fol. 264] 6. Decision, Findings of Fact and Conclusions of Law, and Judgment and Decree of the District Court, all dated June 12, 1943.
7. Statement of the evidence filed by plaintiffs, and proof of service thereof upon defendants and intervening defendant.
8. Petition for appeal to Supreme Court.
9. Assignment of errors and prayer for reversal.
10. Statement as to jurisdiction of the Supreme Court.
11. Order allowing appeal to Supreme Court of the United States.
12. Notice and proof of service upon defendants of copies of the petition for appeal, assignment of errors, statement as to jurisdiction, and order allowing appeal.
13. Notice of appeal to attorney generals of Minnesota and South Dakota, and proof of service thereof.
14. Citation with acceptance of service.
15. Cost bond on appeal.
16. This praecipe, and proof of service thereof.

Dated this 19th day of August, 1943.

Warren Newcome, Amos M. Mathews, Attorneys for
Plaintiffs-appellants.

[File endorsement omitted.]

[fol. 265] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

NOTICE OF FILING, AND SERVICE OF PRAECIPE FOR TRANSCRIPT
OF RECORD—Filed August 31, 1943

To: United States of America; Interstate Commerce Commission; Cornelius W. Styer, doing business as Northern Transportation Company, defendants; and Glendenning Motorways, Inc., Intervening defendant:

You are hereby notified that, pursuant to paragraph 2 of Rule 10 of the Rules of the Supreme Court of the United States, the plaintiffs-appellants have filed in the office of the Clerk of the District Court in the above entitled cause a praecipe for transcript of record, copy of which is herewith served upon you.

Dated this 19th day of August, 1943.

Warren Newcome, Amos M. Mathews, Attorneys for
Plaintiffs-appellant.

[fol. 266] Service of the foregoing notice and of the praecipe therein described, and receipt of copies of said notice and praecipe, acknowledged on the dates set opposite our respective names.

Date:

Aug. 21, 1943.

United States of America, by Robert L. Pierce, Its
Attorney.

Aug. 21, 1943.

Interstate Commerce Commission, by Nelson Thomas,
Its Attorney.

August 19, 1943.

Cornelius W. Styer, doing business as Northern
Transportation Company, by Perry R. Moore, His
Attorney.

August 19, 1943.

Glendenning Motorways, Inc., by Fred W. Putnam,
Its Attorney.

[File endorsement omitted.]

[fol. 267] Clerk's Certificate to foregoing transcript
omitted in printing.

[fol. 268] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ENLARGING TIME TO DOCKET CAUSE AND FILE TRANSCRIPT IN SUPREME COURT OF THE UNITED STATES September 13, 1943

Upon application of plaintiffs-appellants duly made, and good cause being shown,

It Is Ordered, that the time within which this cause may be docketed on appeal and the transcript of record thereof filed in the office of the Clerk of the Supreme Court of the United States, is enlarged to the 15th day of October, 1943.

Dated this 13th day of September, 1943.

Gunnar H. Nordbye, United States District Judge.

[fol. 269] IN THE UNITED STATES DISTRICT COURT

[Title omitted]

ORDER ENLARGING TIME TO DOCKET CAUSE AND FILE TRANSCRIPT IN SUPREME COURT OF THE UNITED STATES.

Oct. 11, 1943

Upon application of plaintiffs-appellants duly made, and good cause being shown,

It Is Ordered, that the time within which this cause may be docketed on appeal and the transcript of record thereof filed in the office of the Clerk of the Supreme Court of the United States, is enlarged to the 10th day of November, 1943.

Dated this 11th day of October, 1943.

Gunnar H. Nordbye, United States District Judge.

[fol. 269a] IN THE SUPREME COURT OF THE UNITED STATES

No. 482, October Term, 1943

[Title omitted]

STATEMENT OF POINTS ON WHICH APPELLANTS INTEND TO
RELY, AND DESIGNATION OF THE PARTS OF THE RECORD
TO BE PRINTED.—Filed November 13, 1943

1

The points on which appellants intend to rely are those stated in appellants' assignment of errors.

2

All of the record (including this statement and designation) should be printed except the following parts:

(a) Omit Exhibits A and B attached to plaintiffs' (appellants') complaint.

(b) Omit all of the exhibits attached to answer of defendant-appellee, Cornelius W. Styer, etc.

(c) Omit all of the exhibits attached to answer of defendant-appellee, Glendenning Motorways, Inc.

[fol. 270] (d) In the statement of the evidence omit the following:

(1) Omit the Report and Order of Division 4 of the Interstate Commerce Commission, dated March 13, 1943, approving the sale and transfer of property and rights from Styer to Glendenning Motorways, Inc., being pages originally numbered 13 to 19, both inclusive, of the statement of the evidence.

(2) Omit Styer Exhibit No. 7 before the Interstate Commerce Commission entitled, "Abstract of trip sheets showing trips made and towns served by applicant between April 1, 1935, and November 12, 1938, inclusive," being pages originally numbered 65 to 96, both inclusive, in the statement of the evidence. But *do not omit* the "Partial abstract of Styer Exhibit No. 7 showing references

only to Minnesota points," being pages originally numbered 97 and 98 of said statement.

- (3) Omit Styer Exhibit No. 17 before the Interstate Commerce Commission, being pages originally numbered 102 to 104, both inclusive, of said statement.

(e) Omit the citation.

(f) Omit the cost bond on appeal.

Dated this 10th day of November, 1943.

Warren Newcome, Amos M. Mathews, Attorneys for appellants.

[fol. 271] I hereby certify that I served the foregoing document upon all counsel for appellees in this cause by mailing copies thereof to such counsel, named below, at the addresses shown, on the 11th day of November, 1943.

Amos M. Mathews, 204 South Canal Street, Chicago 6, Illinois.

Mr. Robert L. Pierce, Special Assistant to the Attorney General, Department of Justice, Washington, D. C. Mr. Nelson Thomas, Attorney Interstate Commerce Commission, Washington D. C. Mr. Perry R. Moore, 1100 First National Soo Line Building, Minneapolis, Minnesota. Mr. Fred W. Putnam, 826 First National Soo Line Building, Minneapolis, Minnesota.

[fol. 272] IN THE SUPREME COURT OF THE UNITED STATES

No. 482, October Term, 1943

[Title omitted]

DESIGNATION BY RESPONDENT, CORNELIUS W. STYER, DOING BUSINESS AS NORTHERN TRANSPORTATION COMPANY, OF ADDITIONAL MATERIAL PARTS OF RECORD FOR PRINTING—Filed November 18, 1943

To the Clerk of the Supreme Court of the United States:

Comes now the respondent, Cornelius W. Styer, doing business as Northern Transportation Company, and desig-

notes the following material parts of the record to be printed herein, in addition to those parts heretofore designated by appellant:

1

Include the report and order of Division 4 of the Interstate Commerce Commission, dated March 13, 1943, approving the sale and transfer of property and rights from Styer to Glendenning Motorways, Inc., being pages originally numbered 13 to 19, both inclusive, of the statement of the evidence.

[fol. 273]

2

Include Styer Exhibit No. 7 before the Interstate Commerce Commission entitled "Abstract of trip sheets showing trips made and towns served by applicant between April 1, 1935, and November 12, 1938, inclusive," being pages originally numbered 65 to 96, both inclusive, in the statement of the evidence.

3

Include Styer Exhibit No. 17 before the Interstate Commerce Commission, being pages originally numbered 102 to 104, both inclusive, of said statement of evidence.

Dated this 16th day of November, 1943.

Perry R. Moore, Attorney for Appellee Cornelius W. Styer, doing business as Northern Transportation Company.

1100 First National Soo Line Bldg., Minneapolis, 2, Minnesota.

[fol. 274] I hereby certify that I served the foregoing document upon all counsel for Appellees and Appellants in this cause by mailing copies thereof to such counsel, named below, at the addresses shown, on the 16th day of November 1943.

Perry R. Moore, 1100 First National Soo Line Building, Minneapolis 2, Minnesota.

Mr. Robert L. Pierce, Special Assistant to the Attorney General Department of Justice Washington, D. C.

Mr. Nelson Thomas, Attorney Interstate Commerce Commission Washington, D. C.

Mr. Amos M. Mathews, 204 South Canal Street Chicago 6, Illinois.

Mr. Fred W. Putnam, 826 First National Soo Line Building Minneapolis 2, Minnesota.

[fol. 275] IN THE SUPREME COURT OF THE UNITED STATES,
OCTOBER TERM, 1943

No. 482

[Title omitted]

DESIGNATION OF ADDITIONAL PARTS OF THE RECORD TO BE
PRINTED—Filed November 19, 1943

Appellees, United States of America and Interstate Commerce Commission, pursuant to Rule 13, paragraph 9 of the Supreme Court Rules, designate the following portion of the record to be printed in the above-entitled case in addition to those portions heretofore designated by appellants:

1. Styer exhibit No. 17 before the Interstate Commerce Commission, being pages originally numbered 102 to 104 in the statement of evidence.

Charles Fahy, Solicitor General; Daniel W. Knowlton, Chief Counsel, Interstate Commerce Commission.

[fol. 276] IN THE SUPREME COURT OF THE UNITED STATES

[Title omitted]

DESIGNATION OF ADDITIONAL PARTS OF THE RECORD—Filed
November 17, 1943

The undersigned Intervening Defendant deems material and should be included in the printed record:

I

Exhibit A, A-1, A-2 and Exhibit B attached to the answer of Defendant Appellee Glendenning Motorways, Inc.

Dated this 15th day of November, 1943:

Fred W. Putnam, Attorney for Appellee Glendenning Motorways, Inc., 826 First National Soo Line Bldg., Minneapolis 2, Minnesota.

[fol. 277] I hereby certify that I served the foregoing document upon all counsel for Appellees and Appellants in this cause by mailing copies thereof to such counsel, named below, at the addresses shown, on the 15th day of November, 1943.

Fred W. Putnam, 826 First National Soo Line Building, Minneapolis 2, Minnesota.

Mr. Amos M. Mathews, 204 South Canal Street, Chicago, Ill.

Mr. Robert L. Pierce, Special Assistant to the Attorney General, Department of Justice, Washington, D. C.

Mr. Nelson Thomas, Attorney, Interstate Commerce Commission, Washington, D. C.

Mr. Perry R. Moore, 1100 First National Soo Line Bldg., Minneapolis, Minnesota.

Mr. Warren Newcome, 275 East 4th Street, Saint Paul, Minnesota.

[fol. 278] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1943

No. 482

[Title omitted]

ORDER NOTING PROBABLE JURISDICTION—December 13, 1943

The statement of jurisdiction in this case having been submitted and considered by the Court, probable jurisdiction is noted and the case is transferred to the summary docket:

Endorsed on Cover: File No. 47,975, Minnesota, D. C. U. S. Term No. 482. Chicago, Saint Paul, Minneapolis & Omaha Railway Company, et al., Appellants, vs. The United States of America, Interstate Commerce Commission, et al. Filed November 9, 1943. Term No. 482, O. T. 1943.